

REQUEST FOR PROPOSALS
RFP No. 21-02

Notice to Prospective Proposers for Statewide Federal Compliance
Component of California's Statewide Single Audit for
Fiscal Years 2020-21, 2021-22, 2022-23

April 12, 2021

You are invited to review and respond to this Request for Proposals (RFP) for the Federal Compliance Component of California's Statewide Single Audit, RFP No. 21-02 for the fiscal years ending June 30, 2021 and June 30, 2022, with the option for the fiscal year ending June 30, 2023.

Prospective contractors/proposers interested in responding to this RFP are encouraged to notify the California State Auditor's office indicating their interest. This will ensure that your firm/team receives supplemental or updated information that may be released subsequent to the State Auditor's formal issuance of the RFP. Provide the firm's name, address, and contact information. Send by email, postcard, or letter to the attention of Olivia Lawrence by **April 19, 2021**.

This RFP provides a clear description of the services to be provided, a description of the format that proposals shall follow and the required elements, the standards to be used in evaluating proposals, the date on which proposals are due, and the timetable that will be followed in reviewing and evaluating the proposals. In the opinion of the California State Auditor, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Olivia Lawrence, Business Services Manager
California State Auditor's Office
621 Capitol Mall, Suite 1200
Sacramento, CA 95814
916-445-0255
E-mail: Proposals@auditor.ca.gov

Please note that no verbal information given will be binding upon the California State Auditor unless such information is issued in writing as an official addendum to the RFP.

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REQUEST FOR PROPOSALS

RFP NO. 21-02

**FOR FEDERAL COMPLIANCE COMPONENT OF
CALIFORNIA'S STATEWIDE SINGLE AUDIT**

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I. PURPOSE AND DESCRIPTION OF SERVICES

The State of California, through the California State Auditor's office (State or State Auditor), requests proposals for the following purpose and in accordance with each of the following terms and conditions.

In this Request for Proposals (RFP), the State Auditor solicits qualified proposers who will be available to perform the federal compliance component of the California statewide Single Audit conducted pursuant to the Single Audit Act of 1984 (P.L. 98-502) and Single Audit Act Amendments of 1996 (P.L. 104-156) (Single Audit). Contingent upon successful negotiation of a contract, the contractor selected will perform the entire federal compliance component or a majority of the federal compliance component for the fiscal year ending June 30, 2021 and the fiscal year ending June 30, 2022. The State Auditor may choose to conduct a portion of the federal compliance component. In the State's sole discretion, the State may exercise an option to extend the contract by one year. In the event that the State exercises its option to extend, the contractor shall also perform the federal compliance component for the fiscal year ending June 30, 2023.

A. Background

One of the primary audits conducted annually by the State Auditor is the comprehensive statewide Single Audit of California, for which the State Auditor examines the adequacy of financial statements in compliance with generally accepted accounting principles and ensures proper reporting in accordance with the federal Single Audit Act of 1984 (31 U.S.C. Sec. 7501 et seq.) The State Auditor's report opines on California's general purpose financial statements and, combined with the compliance audit work performed on federal programs, fulfills the provisions of the Single Audit and the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), which is a condition to the State's receipt of federal funds.

In fiscal year 2018-19, the State expended cash and noncash federal assistance totaling more than \$100 billion from over 400 federal grant programs, excluding those administered by the California State University and University of California systems, which are audited by other auditors. Following the OMB's Uniform Guidance, the State Auditor's contractor will be responsible for auditing 25-30 federal programs each year of this agreement.

B. Statement of Work

The contractor will be the Principal Auditor, performing the majority of, if not all, of the audit work related to the federal compliance portion of the Single Audit as described below. The State Auditor will be the Principal Auditor, performing all the audit work related to the financial statement portion of the Single Audit. In preparing

a proposal, prospective contractor(s) must consider the need to coordinate with the State Auditor on this work.

For purposes of the Single Audit, the State is defined as all agencies; departments; colleges and universities; and other entities of the executive, legislative, and judicial branches of the California state government (state entities). Portions of funds under certain federal programs are passed through by the recipient state entities to other state entities and non-state subrecipients. Non-state subrecipients are outside the scope of this engagement.

During the term of this agreement, additional work may be added as deemed necessary to comply with all auditing standards and requirements, in the sole discretion of the State Auditor.

1. Contractor Responsibilities

The contractor is responsible for statewide audit planning, including risk assessments, the selection of the major federal programs to be audited, and statewide materiality guidelines. The contractor will provide the State Auditor with initial statewide audit planning information within 60 days of contract execution in the first year and by April 30 of each year thereafter along with an hours and cost estimate affiliated with each selected federal program. The State Auditor will notify the contractor within 10 business days if the State Auditor will audit any federal programs selected by the contractor. The contractor will be responsible for the majority of, if not all, aspects of performing the federal compliance component of California's Single Audit, including, but not necessarily limited to, the following:

- (a) Statewide audit planning including, job start letters, risk assessments, the selection of the major federal programs to be audited, and statewide materiality guidelines.
- (b) Scheduling entrance and exit conferences with the appropriate departments, including the Department of Finance and the State Controller's Office.
- (c) Program-level planning, including identifying relevant compliance requirements, setting materiality, and determining sample sizes.
- (d) Obtaining an understanding of internal control over the federal programs sufficient to plan the audit to support a low assessed level of control risk.
- (e) Planning the testing of internal control to support a low assessed level of control risk for the assertions relevant to the compliance requirements and performing tests of internal control as planned, unless the internal controls are likely to be ineffective.
- (f) Performing sufficient tests of transactions and such other audit procedures necessary to determine whether laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each program were complied with and to support an opinion on compliance.

- (g) Following up on prior audit findings, including performing procedures to assess the reasonableness of the summary schedule of prior audit findings (schedule) prepared by the Department of Finance and preparing end notes to the schedule when needed.
- (h) Preparing audit findings and obtaining department comments and corrective action plans.

Additional responsibilities may include:

- (i) Coordinating with the Department of Finance to verify the accuracy of amounts reported in the Schedule of Expenditures of Federal Awards, as well as the Notes to that schedule.
- (j) Preparing the Schedule of Findings and Questioned Costs.
- (k) Preparing and signing the following auditor's report: "Independent Auditor's Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and On Internal Control Over Compliance in Accordance With OMB Uniform Guidance."
- (l) Reviewing all audit work to ensure the work fully complies with *Government Auditing Standards*, AICPA standards, and OMB Uniform.
- (m) Coordinating with the Department of Finance to complete and submit the Data Collection Form to the federal clearinghouse.
- (n) Providing written monthly invoices and progress reports in the format and content to be determined by the State Auditor.
- (o) Meeting all deadlines established by the State Auditor and as indicated by OMB.
- (p) Working Paper Standards. The contractor shall prepare working papers in support of its written report in accordance with *Government Auditing Standards*, as issued by the U.S. Comptroller General and shall deliver copies of all working papers to the State Auditor as specified in the Standard Agreement. The contractor shall ensure that it gathers and provides sufficient, competent, and relevant evidence in support of its report so that an independent person could review the work and reach the same conclusions that the contractor reached. Working papers shall include sufficient cross-references as well as all documents that support the contractor's written report.
- (q) The contractor will coordinate with the State Auditor for areas of the financial statements and federal compliance components of California's Single Audit that overlap, including, but not necessarily limited to the following:
 - Providing the State Auditor a list of the major federal programs to be audited.

- When setting up the entrance and exit conferences, informing the State Auditor of their time and place at least one week in advance.
- For the “Independent Auditor’s Report on the Schedule of Expenditures of Federal Awards,” ensuring the Schedule of Expenditures of Federal Awards agrees with the financial statements.

2. State Auditor Responsibilities

- (a) The State Auditor will retain responsibility for auditing the financial statement portion of the Single Audit including preparing and signing the following auditor’s reports:
 - (i) Independent Auditor’s Report.
 - (ii) Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- (b) The State Auditor will coordinate with the contractor for areas of the financial reporting and federal compliance components of California’s Single Audit that overlap, including, but not necessarily limited to the following:
 - (i) Obtaining from the contractor a list of the major federal programs to be audited.
 - (ii) Attending selected entrance and exit conferences and other meetings as appropriate with the contractor. The “Independent Auditor’s Report on the Schedule of Expenditures of Federal Awards,” including agreeing the Schedule of Expenditures of Federal Awards with the financial statements.
 - (iii) The “Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an audit of the Schedule of Expenditures of Federal Awards Performed in Accordance with Government Auditing Standards”
- (c) The State Auditor will reserve the right, at her discretion, to review the contractor’s workpapers.
- (d) The State Auditor may audit up to five federal programs based on the major federal programs identified by the contractor in the statewide audit planning documents. The State Auditor will notify the contractor within 10 business days of receiving the audit planning documents. The State Auditor will retain responsibility for publishing the “*State of California: Internal Control and State and Federal Compliance Audit Report for the Fiscal Year ended June 30, 2021*”

3. Deliverables

For purposes of publishing the *“State of California: Internal Control and State and Federal Compliance Audit Report for the Fiscal Year ended June 30, 2021”* the contractor will provide the State Auditor at the completion of the federal compliance work in a published ready format no later than March 15, 2022, the following:

- (a) The “Independent Auditor’s Report on the Schedule of Expenditures of Federal Awards.”
- (b) The “Report on Internal Control Over Financial Reporting on Compliance and Other Matters Based on an Audit of the Schedule of Expenditures of Federal Awards Performed in Accordance with *Government Auditing Standards*.”
- (c) The “Independent Auditor’s Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB requirements” signed by the contractor.
- (d) The “Schedule of Findings and Questioned Costs.”
- (e) A compilation of the compliance and internal control issues the contractor identified during fieldwork organized by federal department and titled, “Compliance and Internal Control Issues Related to Specific Grants Administered by Federal Departments.”
- (f) The audited version of the Department of Finance’s “Schedule of Expenditure of Federal Awards.”
- (g) The audited version of the Department of Finance’s “Summary Schedule of Prior Audit Findings” and the auditor’s endnotes.
- (h) Any other reports required by OMB Uniform Guidance.
- (i) To assist the State in monitoring the contract, the contractor shall provide the State Auditor with progress reports in the form and content to be determined by the State Auditor.

II. MINIMUM QUALIFICATIONS FOR PROPOSERS

The contractor shall follow the auditing standards set forth by the U.S. Comptroller General in the publication, *Generally Accepted Government Auditing Standards* (GAGAS), and the auditing standards established by the American Institute of Certified Public Accountants (AICPA Standards) and must be independent and meet the independence requirements specified in sections 3:02-3:58.

The contractor and all personnel proposed to perform professional services under the contract must have the qualifications and experience identified below.

1. Qualifications and Experience

- (a) The contractor and all personnel proposed to perform professional services under the contract must have demonstrated knowledge of the federal Single Audit Act of 1984 (31 U.S.C. Sec. 7501 et seq.) and the requirements of OMB Uniform Guidance.
- (b) Experience in analyzing complex accounting systems, including IT systems.
- (c) A current and valid Certified Public Accountant (CPA) license from the State of California.
- (d) Demonstrate compliance with meeting auditing standards with respect to Continuing Professional Education requirements and with respect to undergoing an external quality control review every three years.
- (e) Proof that the proposer, if a corporation, is in good standing and qualified to conduct business in California.
- (f) For proposers that are nonprofit organizations, proof of nonprofit status.
- (g) Copies of current business licenses, professional certifications, or other credentials.
- (h) Proof of financial solvency or stability (e.g., audited financial statements for two years (2018 and 2019)).
- (i) A list of current or former references for whom the proposer has performed similar work.
- (j) A list of three examples of similar types of contracts in which the contractor conducted compliance audits of complex governmental or private organizations.

The listing should include:

- Title of the project
- Name of the entity
- Brief description of the project
- Name and telephone number of the entity's contracting officer

By furnishing this information, the prospective contractor/proposer gives permission to the State Auditor to contact these entities regarding the prospective contractor's past performance. If the firm is newly organized, a listing of projects completed by lead personnel during previous employment is

acceptable. Moreover, if the contractor is a joint venture, the experience of the joint venture may be combined.

- (k) A description of the lead personnel and anticipated supporting personnel to be employed during performance (by classification or title) and their qualifications to perform the work.
- (l) Identification of a project coordinator.
- (m) Resumes for each major contract participant who will exercise a major policy, administrative, or consultative role in carrying out the services.
- (n) The prospective contractor should list any prospective subcontractors it plans to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the engagement and the location where the work will be performed. The State Auditor, in her sole discretion, reserves the right to reject subcontractors proposed by the contractor. Subcontractors, if used, shall be subject to all terms, conditions, and qualifications required by this RFP.

III. PROPOSAL REQUIREMENTS AND INFORMATION

The prospective contractor/proposer may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation letter. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content.

1. Key Action Dates

Listed below are the important dates and times by which the actions must be taken or completed. If the California State Auditor finds it necessary to change any of these dates, it will be accomplished by addendum.

Table 1. Key Action Dates

Action	Time	Date
Release of Request for Proposals		April 12, 2021
Questions Due	4:00 p.m.	April 19, 2021
Optional Intent to Bid Postcard/Letter/Email	4:00 p.m.	April 19, 2021
Questions and Answers Posted	4:00 p.m.	April 22, 2021
Proposals Due	9:00 a.m.	May 12, 2021
Opening of Proposals	10:00 a.m.	May 12, 2021
Evaluation Period Interviews, if applicable		May 13-18, 2021
Notice of Intent to Award Posted In Lobby of State Auditor's Office and on Website	4:00 p.m.	May 19, 2021
Protest Period		May 19-26, 2021
Contract Award and Execution		June 7, 2021
Contract Work Begins		June 8, 2021
Contract Term Ends		June 30, 2024

2. Questions and Answers

Prospective contractors/proposers requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions in

writing. All submitted questions and their respective answers will be posted to the State Auditor's website, located at www.auditor.ca.gov. Clearly mark all questions with "Questions Relating to RFP No. 21-02." Submit written questions as follows:

e-mail: Proposals@auditor.ca.gov

fax: (916) 327-0019

mail: California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814
Attention: Olivia Lawrence
Questions Relating to RFP No. 21-02

If disclosing questions regarding a proposal to other prospective contractors would compromise proprietary information, a prospective contractor may seek clarification or further information on the content of the RFP by marking the question packet "CONFIDENTIAL" and submitting questions as described above. The prospective contractor must explain why his/her questions are sensitive in nature. If the State Auditor concurs that disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State Auditor does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the prospective contractor will be so notified.

3. Confidentiality

The California State Auditor's office appreciates a proposers' desire to treat certain documents as confidential. The proposals and process, however, are not confidential under State law, including the Public Contract Code and the California Public Records Act.

If the State Auditor receives a request to disclose documents and/or data claimed by the proposer to be confidential, the State Auditor will notify the proposer of the request and state that the documents were under review to determine whether information was correctly identified as confidential. If there is any question whether specific information was confidential, the State Auditor will contact the person(s) identified in the RFP to provide a justification and statement why the information is confidential.

Any proposal that contains confidential information shall be prominently marked "CONFIDENTIAL" and the proposer shall identify the reasonable legal basis for confidentiality. The State will deem the portions of the proposal not marked "CONFIDENTIAL" as not privileged and releasable [as fully discloseable] under the California Public Records Act.

4. Independence/Conflict of Interest Disclosure

- (a) The prospective contractor must disclose and shall have a continuing duty to disclose any financial, business, or other relationship of the contractor, subcontractor, or individual employees that may have an impact on the work to be performed (**Attachment G**).
- (b) In this disclosure, the prospective contractor should include information regarding situations that might create an appearance of a lack of independence, regardless of whether the prospective contractor believes that the situation creates an actual conflict of interest, and how the prospective contractor intends to manage such situations. If the contractor believes that there may be an appearance of a conflict of interest or lack of independence based on any previous or ongoing work the contractor has performed, the contractor shall specifically address how it plans to address and manage that appearance, including, but not limited to, how appropriate safeguards would be applied by the contractor to guard against that appearance.
- (c) If the contractor believes that no conflict of interest or appearance of lack of independence as described above exists, then a statement to that effect must be made in the contractor's proposal.
- (d) The State Auditor shall have the right to disqualify or terminate a contractor if it believes that the best interests of the State require that the contractor be disqualified or terminated because the contractor has a conflict of interest or because a situation exists that creates the appearance of a lack of independence and also to disqualify any proposed personnel on that basis.
- (e) In accordance with State Auditor policy, any contractor selected to provide consulting services to the State Auditor will be required to submit conflict-of-interest disclosure statements in the form required by the State Auditor (**Attachment G**).

5. Work Plan and Work Schedule Requirements

The proposal shall include a Work Plan and Work Schedule. The proposer shall develop a work plan and schedule for task completion and identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

At the sole discretion of the State Auditor, a proposal may be eliminated from consideration if it fails to contain each of the following provisions or to provide a justification satisfactory to the State Auditor for its exclusion:

- (a) Project Personnel. Identification of the prospective contractor, including the name of the firm submitting the proposal, its mailing address, telephone number, and contact if further information is desired.

- (b) Identification by name of the lead personnel the contractor proposes to assign to the engagement. Contract terms will not permit substitution of lead personnel without prior written approval of the State Auditor.
- (c) For each individual that the prospective contractor proposes to assign to the engagement (excluding administrative support), the proposer should provide a summary of similar work or studies performed, a resume, and a statement indicating his/her planned responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified. Auditors assigned to the engagement must have experience and expertise in performing federal compliance audits as part of a statewide Single Audit or program-specific audits of large federal programs at the state level. The proposal should also specifically state:
 - Whether the proposed staff have received continuing professional education in governmental accounting and auditing during the last two years.
 - Whether the proposed staff are independent, as defined by applicable auditing standards and free from conflicts of interest as described in paragraph 4 of Section III.
 - Whether the proposed staff or the firm has received an external quality control review within the last three years and the results of that review.
 - Whether the proposed staff or the firm has been the object of any disciplinary action by a licensing or regulatory authority during the past three years.
- (d) Former employees of the State Auditor may not work on any State Auditor contract project within one year of termination.
- (e) The State Auditor, in her sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
- (f) The proposal shall include a description of the prospective contractor's overall approach to providing the services described in Section I of this RFP. The proposal must include specific techniques, administrative and operational management expertise, and typical staffing patterns (e.g., ratio of management and key staff to general professional staff) used in the types of audits described in this RFP.

6. Cost Detail Format and Requirements

The proposal shall include a quotation of charges **for each fiscal year (2020-21, 2021-22, and 2022-23)**. The cost component must project the total number of hours required to produce the deliverable and contain a cost quotation of rates and charges for each class of personnel, by program. The State Auditor will pay

only for hours actually worked at the rates submitted and for actual expenses incurred. As a guide, use the Cost Proposal Worksheet (**Attachment J**).

For reference purposes, see the following on the State Auditor's website: *Report 2019-002 Federal Compliance Audit Report for the Fiscal Year Ended June 30, 2019*.

The proposal shall include the following costs:

- (a) Direct labor costs (personnel classification, number of hours, and hourly rate(s)). This cost component must project the total number of hours required to produce the deliverables and contain a cost quotation of charges for each class of personnel that would be used to produce the deliverables.
- (b) Expert testimony cost. It may be required after the report is issued.
- (c) Most state entities are headquartered in Sacramento, California. A limited amount of travel may be required to state agencies' offices at various locations in the State. If the State Auditor requires travel, the rates for travel-related expenses shall not exceed the rates established for employees of the State of California. The amount available for the costs of travel, if any, shall be negotiated with the selected contractors in conformity with Exhibit B, paragraph 1(c) of the final agreement

7. Submission of Proposals

Proposals to this request by prospective contractors constitute an express acceptance of all provisions of this RFP, including all attachments, exhibits, and schedules. If a prospective contractor indicates an unwillingness to accept any provision, the State Auditor may reject its proposal. However, the State Auditor, in her sole discretion, may negotiate with the contractor regarding specific provisions of the final agreement in accordance with state law.

- (a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- (b) The prospective contractor shall submit six (6) legible proposals. One original proposal must be marked "ORIGINAL COPY," must have original signatures, and must be signed by a person who is authorized to bind the proposer. Five additional proposals may contain photocopies of the original proposal.
- (c) The font shall be in Arial or Times New Roman and 12 point.
- (d) The five copies of the proposal shall be double-sided to conserve paper.

- (e) Before submitting a response to this solicitation, proposers should review, correct all errors, and confirm compliance with the RFP requirements and include the affirmative statement in the proposal documents
- (f) Time is of the essence. Proposals must be submitted and received not later than **9 A.M. on May 12, 2021**, and shall be delivered via Federal Express or other similar delivery service, messenger or courier service. Late proposals will not be accepted without exceptional cause and the express written permission of the State Auditor.
- (g) Proposals shall be sent in a sealed envelope, clearly marked "**Response to RFP No. 21-02,**" and addressed to the attention of Olivia Lawrence:

California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, California 95814
DO NOT OPEN
- (h) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- (i) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- (j) Generally, the State does not accept alternate contract language from a prospective contractor as to material terms. A proposal with such language may be considered a counter proposal and may be rejected. The State's General Terms and Conditions and the State Auditor's Special Terms and Conditions are not negotiable.
- (k) No oral understanding or agreement shall be binding on either party.
- (l) All proposals shall include the documents identified in Section V. Required Attachment Checklist (**Attachment A**). Proposals not including the proper "required attachments" shall be deemed non-responsive and will be rejected.
- (m) Confidentiality/Nondisclosure Statement. To ensure compliance with the statutes governing the State Auditor's work, the contractor and each of its employees, agents, or subcontractors assigned to the contract will be required to execute the Confidentiality/Nondisclosure Statement (Cal. Gov. C. Sec. 8545.3) (**Attachment H**).
- (n) Darfur Contracting Certification. The proposal shall include an executed Darfur Contracting Act Certification (**Attachment D**).
- (o) Confidential Proposal Information. Any components of the proposal reflecting trade secrets or other confidential information shall be prominently marked "CONFIDENTIAL" and shall identify the reasonable

legal basis for confidentiality. The State will deem those of the proposal portions not marked "CONFIDENTIAL" releasable under the California Public Records Act.

- (p) Right to Reject Any or All Proposals. The policy of the State Auditor is to solicit proposals with a bona fide intention to award a contract. The State Auditor, in her sole discretion, may reject any and all proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations upon determination that it is in the best interest of the State Auditor to do so.
- (q) Modification or Withdrawal of Proposals. Any proposal that the State Auditor receives before the deadline to submit proposals may be withdrawn or modified by written request of the prospective contractor. However, to be considered, the modified proposal must be received by the deadline.
- (r) Modification or Amendment of This Request. This RFP may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all prospective contractors will be notified, and any person or firm who has expressly requested such notice in writing will also be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the State Auditor.
- (s) Proposals must be complete in all respects and submitted by dates and times shown in Section III, paragraph 1. A proposal may, in the sole discretion of the State Auditor, be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
- (t) Non-Commitment of the State Auditor. This RFP does not commit the state to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies. The State Auditor reserves the right to accept or reject any or all proposals received as a result of this RFP, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the state to do so.

8. Rejection of Proposals

Submitted proposals may be rejected for any of the following reasons:

- (a) Right to Reject Any or All Proposals. The policy of the State Auditor's Office is to solicit proposals with a bona fide intention to award a contract. The State Auditor, in her sole discretion, may reject proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations, upon determination that it is in the best interest of the State Auditor's Office to do so.

- (b) The State cannot negotiate certain contract terms and conditions mandated by law.
- (c) The State Auditor, in her sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
- (d) Proposals not including the required attachments shall be deemed non-responsive and will be rejected.
- (e) Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- (f) A proposal may be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
- (g) Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the proposer may be rejected.

9. Notice of Payment Terms

The invoicing and payment terms are in Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

10. Evaluation and Scoring Process

- (a) Proposals received shall be evaluated and awarded in accordance with Public Contract Code section 10344(c) and (d).
- (b) Proposals shall be evaluated by an Evaluation Committee on a consensus basis. The Evaluators will evaluate proposals and the contract shall be awarded to the technically qualified proposer whose proposal is given the highest score by the Evaluation Committee.
- (c) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with Section III, Proposal Requirements and Information to confirm whether the Proposals meet the requirements on a pass/fail basis. Proposers that meet all requirements will then have their proposals evaluated and scored.
- (d) Proposals that meet the minimum qualifications will be evaluated and scored in accordance with the criteria in the RFP. The Evaluators will use the Explanation of Points in Table 2 and Scoring Criteria in Table 3 to evaluate the proposals. The Evaluators will score the Phase 1 and 2 Scoring Criteria of the RFP on a consensus basis.
- (e) Phase 1 – Technical Aspects of Proposal Evaluation. There are 40 total points available in this section for the three criteria stated. A minimum score of 30 points out of 40 is required to continue to Phase 2.

- (f) Phase 2 – Organizational Capabilities Evaluation. There are a total of 30 points possible in this section for the two criteria provided. A zero score will be assessed on any proposer not scoring the minimum in Phase 1.
- (g) Phase 3 – Cost Evaluation. The technically qualified proposer in Phase 1 and 2 above with the lowest cost will receive 30 points. The remaining proposals will receive an incrementally lower cost score as indicated in the example in Paragraph (h) below. In accordance with the Public Contract Code, all cost proposals will be scored, except for disqualified proposers.
- (h) The technically qualified proposal with the lowest cost will receive the maximum cost points. The remaining proposals will be awarded cost points based on the calculations. All cost figures are purely hypothetical in the example below.
- Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other proposer(s)
- EXAMPLE of other proposer's cost based on 30 cost points available
- Lowest Cost Proposal = \$75,000, next Lowest Proposal = \$100,000
\$75,000 divided by \$100,000 = .75 x 30 = 22.5 cost points awarded to other proposal
- (i) The evaluation team will abide by the guidelines in Table 2. Explanation of Points to assign points for the scoring criteria. A zero score in any field (Phases 1 and 2) will result in disqualification and that proposer's total score will not be calculated, as it will be deemed as not technically qualified.

Table 2. Explanation of Points (When Total of 15 or 10 Points Available)

15 Points	10 Points	Description	Explanation
0	0	Inadequate	Response fails to address the requirements. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
2.5	2.5	Barely Adequate	Response barely addresses the requirements and includes multiple omissions, flaws, or defects.
5	5	Average	Response addresses the requirements with an average degree of confidence. The requirements are addressed in a limited way that results in a moderate degree of confidence in the proposed solution.

15 Points	10 Points	Description	Explanation
10	7.5	Good	Response fully addresses the requirements with a good degree of confidence. No omissions, flaws, or defects. Any identified weaknesses are minimal and acceptable.
15	10	Excellent or Outstanding	Response fully addresses the requirements with a high degree of confidence in the proposer's response or proposed solution. Proposer offers one or more enhancing methods or approaches and exceeds basic expectations.

Table 3. Scoring Criteria

Scoring Criteria	Possible Points
Phase 1 - Technical Aspects of Proposal There are 40 points possible in this phase. Proposals with a score of 30 points or more will move to Phase 2.	
Quality of approach and methodology	15
Demonstrated knowledge and experience conducting federal compliance audits of large governmental entities	15
Clarity and succinctness of proposal	10
Phase 2 - Organizational Capabilities There are 30 points possible in this phase.	
Demonstrated ability to successfully conduct federal compliance audits in conformance with applicable standards	15
Qualifications and experience of management and lead staff to be assigned to the project	15
Phase 3 – Cost All technically qualified proposers cost proposals will be scored. Paragraph (h) includes a formula to calculate the cost points.	30
TOTAL SCORE	100

- (j) If no proposals are received containing bids offering a price which, in the opinion of the State Auditor's Office, is a reasonable price, the State Auditor's Office is not required to award an agreement.
- (k) In the event of a tie bid in scoring, the affected bidders are invited to witness the tiebreaker coin toss at the State Auditor's Office.
- (l) During the evaluation and selection process, the State Auditor's Office may request the proposer's representative answer specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the State Auditor's Office may reject the proposal; however, the State Auditor may in her sole discretion, retain the proposal and correct any arithmetic or transposition errors in price or quantity. The State Auditor will notify all proposers of her decision to award the contract.

11. Award and Protest

- (a) Notice of Intent to Award shall be posted in a public place at the [California State Auditor's Office](#) and on its website for five (5) working days prior to awarding the agreement.
- (b) If any proposer, prior to the award of agreement, files a protest with the California State Auditor on the grounds that the (protesting) proposer would have been awarded the contract had the State Auditor correctly applied the evaluation standard in the RFP, or if the State Auditor followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the State Auditor has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- (c) Within five (5) days after filing the initial protest, the protesting proposer shall file a detailed statement specifying the grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protesting proposer believes the State Auditor's Office has improperly applied in awarding the agreement.

12. Disposition of Proposals

- (a) All proposals will become property of the State of California and will, along with the summaries of evaluations, be regarded as public records under the California Public Records Act and be available to the public for inspection at the conclusion of the committee scoring process. Proprietary information, as reasonably identified by the proposer, in the proposals will remain confidential as permitted by law. To prevent its release to the public, the proposer must indicate what information in the proposal is proprietary, along with a citation to the relevant provisions of law exempting or precluding that information from public disclosure.

- (b) Proposals may be returned at the proposer's expense, unless such expense is waived by the State Auditor's Office.

13. Live-Scan/Fingerprinting

- (a) The State Auditor requires live-scanning background checks for employees, Contractor personnel, and subcontractor personnel for this work. The State is responsible for obtaining and paying for background checks for each assigned employee of the Contractor or subcontractor.
- (b) The Contractor is responsible for obtaining and paying for fingerprint fees for each assigned employee of the Contractor or subcontractor. The Contractor shall work with the State in establishing the process for conducting the live-scanning background checks.

14. Agreement Execution and Performance

- (a) Section VI includes a sample Standard Agreement along with all possible exhibits and attachments that may apply. Proposers should review the Standard Agreement in its entirety.
- (b) The contractor's services shall start not later than 5 days, or on the express date set by the State Auditor and the contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed-upon time, the State Auditor, upon five (5) days' written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's proposal price and the actual cost of performing work by another contractor.
- (c) All performance under the agreement shall be completed on or before the termination date of the agreement.
- (d) Contract Subject to Appropriation. Payment under the contract will be subject to appropriation of sufficient funds by the Legislature to the State Auditor to cover the costs of the services described in this RFP.

IV. PREFERENCE PROGRAMS

1. Small Business Preference Program

The proposal should include a statement indicating whether or not the firm claims a small business preference and proposers should include a copy of its small business certification using **Attachment E**.

This RFP does not include a minimum Small Business (SB) participation preference. Bidders claiming the 5 percent preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California Certified Small Business (CCSB).

To claim the CCSB preference, which may not exceed 5 percent for any bid, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the California Office of Small Business and DVBE Services by 5:00 p.m. on the bid due date and time (4:00 p.m. on May 12, 2021) and be verified by such office.

If the proposer receives the CCSB preference, the score assigned to its proposal will be increased by an amount equal to 5 percent of the points assigned to the highest scored proposal.

2. Disabled Veteran Business Enterprise (DVBE) – Declaration and Program Incentive

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq. The DVBE Participation Goal Program mandatory minimum percent of DVBE participation required is 3% for this contract.

A DVBE incentive applies to this solicitation and an incentive will be given to bidders who provide the minimum DVBE participation. It is separate from the DVBE Participation Goal Program. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation goal, per Table A is eligible to receive the incentive, which will be between 1 percent and 5 percent of the total possible available points, not including points for socioeconomic incentives or preferences. Bidders, who are not responsive or responsible, regardless of the amount of DVBE participation, are not eligible to receive the incentive.

The proposer must complete **Attachment E** and also document in the proposal by an affirmative statement that the mandatory minimum percent of DVBE participation goal will be met in order to receive the DVBE incentive. The State Auditor will apply the incentive to bids proposing the utilization of DGS Certified

DVBE firms identified in the Bidder Declaration (**Attachment F**). Information provided on the Bidder Declaration shall be verified by the State Auditor prior to award of the contract. The incentive points are included in the sum of non-cost points based on the amount of the DVBE participation in the bid being evaluated per Table A. When applying the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

Table A. DVBE Participation (High Score Awards)

Verified DVBE Participation	DVBE Incentive Amount
5% or More	5%
4% - 4.99 %	4%
3% - 3.99%	3%
2% - 2.99%	2%
1% - 1.99%	1%

3. Target Area Contract Preference Act

The proposer must complete and sign **Attachment I** and should also document in the proposal by an affirmative statement that the Target Area Contract Preference applies.

Contractor requesting the Target Area Contract Preference shall submit a completed preference request form (**Attachment I**) and shall comply with all of the following during the term of the contract:

- (a) Contractor or vendor agrees to comply with the requirements of the Target Area Contract Preference Act (Gov. Code, Section 4530, et seq.) and attendant rules and regulations (Cal. Admin. Code, Tit. 2, Section 1896.30, et seq.).
- (b) Contractor or vendor agrees that the state contracting agency, or its delegate, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the contract or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after the final payment under the contract.
- (c) Contractor or vendor agrees with respect to a certification to hire persons with high risk of unemployment, to:
 - Act in good faith for the purpose of maintaining such persons as employees for the duration of the contract performance; and

- To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and
- To promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons.

V. REQUIRED ATTACHMENTS

Attachment A: Required Attachment Checklist

Attachment B: Encryption and Information Privacy Policy

Attachment C: Security Agreement

Attachment D: Darfur Contracting Act Certification

Attachment E: Proposal/Proposer Certification Sheet

Attachment F: Bidder Declaration

Attachment G: Independence Questionnaire/Conflict of Interest Disclosure

Attachment H: Confidentiality/Nondisclosure Statement

Attachment I: Target Area Contract Preference References and Instructions

Attachment J: Cost Proposal Worksheet (sample)

Attachment K: California Civil Rights Law Certification

Attachment L: Payee Data Record

ATTACHMENT A - REQUIRED ATTACHMENT CHECKLIST

A responsive proposal shall include the requirements identified in Section III of this RFP, all required attachments, and be submitted by the proposal due date listed in Table 1, Key Action Dates. A complete proposal package will consist of the items identified below. Place a check mark or "X" in the Check column to confirm the items are in your proposal.

Table 5. Required Attachment Checklist

Check	Description	Attachment
	One original proposal with original signatures, printed double-sided	
	Five photocopies of the original proposal, printed double-sided	
	Required Attachment Checklist	Attachment A
	Encryption and Information Privacy Policy	Attachment B
	Security Agreement	Attachment C
	Darfur Contracting Act Certification	Attachment D
	Proposal/Proposer Certification Sheet	Attachment E
	Bidder Declaration	Attachment F
	Independence Questionnaire/Conflict of Interest Disclosure	Attachment G
	Confidentiality/Nondisclosure Statement	Attachment H
	Target Area Contract Preference Act	Attachment I
	Cost Proposal Worksheets for each fiscal year	Attachment J
	California Civil Rights Laws Certification	Attachment K
	Payee Data Record	Attachment L

ATTACHMENT B - ENCRYPTION AND INFORMATION PRIVACY POLICY

1. BACKGROUND

The theft of portable computing devices, such as laptop computers, is a problem for the State and for private industry. Theft and other loss of portable computing equipment can lead to the compromise of confidential, sensitive, or personal data, which in turn can lead to privacy issues and costly follow-up activities.

The State continues to experience situations in which confidential, sensitive, or personal data is compromised when an unencrypted electronic device is lost, stolen, or sabotaged. Budget Letter 05-32, issued by the Department of Finance, requires the state agencies under its authority to encrypt any state data that is confidential, sensitive, and personal when it is stored on portable computing devices (including laptops and personal assistive devices) and/or portable electronic storage media (including optical discs and flash memory storage devices). Management Memo 06-12, issued by the Department of General Services, requires all state agencies under its authority to be vigilant to protect personal, sensitive, or confidential information from inappropriate or unauthorized access, use, or disclosure, regardless of media type, and regardless of whether the agency is the custodian or the owner of the information. Protecting personal, sensitive, and confidential data is the responsibility of each individual employee.

Government Code section 8545.2, grants the California State Auditor's Office a very broad right of access to the records of state agencies and other public entities it is authorized to audit or investigate. Additionally, the State Auditor's Office may receive information from the private sector based on an agreement that it will keep the information confidential. Since the State Auditor's Office has "stand in their shoes authority" over auditee information, and at times receives sensitive information from the private sector, the State Auditor's Office must be vigilant in protecting personal, sensitive, and confidential information from inappropriate or unauthorized access, use, or disclosure, regardless of media type. In addition, the State Auditor's Office is the owner of sensitive information, such as personnel records, and also must be vigilant in protecting those records.

This policy is not intended to limit the right of the State Auditor's Office to access the records of public entities. Rather, it is intended to establish protocols to minimize the risk that those records are disclosed inadvertently.

Additionally, because no employee is expected to know every state and federal privacy law, this policy requires the employees of the State Auditor's Office to exercise sound judgment in assessing the sensitive nature of information by asking themselves whether, if the information related to them, they would want it maintained in a secure manner. Where an employee is in doubt about the sensitive nature of information, the employee should err on the side of caution.

2. POLICY

Whether the State Auditor's Office is the custodian or the owner of the confidential information, all employees must ensure the security and integrity of that information. Individuals of non-governmental entities with whom the State Auditor's Office has contracted also are included under this mandate (Civ. Code § 1798.19). This policy pertains to all information assets, including electronic assets and paper assets. The State Auditor's Office has two positions that have primary responsibility for monitoring and enforcing these policies: the Information Security Officer (manager, Information Technology Unit), and the Information Privacy Officer (legal counsel).

All employees of the State Auditor's Office are responsible for encrypting, or taking equally effective measures, to protect the security of all personal, sensitive, and confidential information that is stored on any portable electronic storage media (including optical discs and flash memory storage devices) and on portable computing devices (including laptop, handheld, and tablet computers).

This policy applies to all state data, including media owned by employees, vendors, contractors, or researchers, regardless of format or medium. Where state-owned confidential, sensitive, and/or personal information exists, it must not be allowed to be stored on any portable equipment or media that is not protected.

Personal, sensitive, or confidential information stored on a shared drive on a local area network is not subject to this policy because a drive of this kind is not considered portable.

3. RULES OF CONDUCT

The following is an overview of the rules of conduct the State Auditor's Office follows to protect personal, sensitive, and confidential data.

Responsibilities of all staff

- (a) All electronic transmittals of personal, sensitive, or confidential information between staff of the State Auditor's Office and auditees or contractors, including editors, must be encrypted.
- (b) Staff must limit the gathering of data to only what is relevant and necessary, redact extraneous information whenever possible, and where appropriate, label workpapers as nonpublic.
- (c) Because we often are unaware of whether auditee files contain personal, sensitive, or confidential information at the time we receive them, before personally obtaining electronic data from an auditee, staff should work with their and the auditee's information technology personnel to ensure that the data is encrypted before staff accepts custody. The State Auditor's Office has external hard drives available for its use.
- (d) Staff may work only with secure servers while away from the office.

- (e) Staff must ensure that all hard drives and other storage devices and external media, including flash drives, are encrypted.
- (f) Staff must follow the protocols of the State Auditor's Office for password protection, which requires at least eight characters, including numbers and symbols, and changing passwords at least every forty-two (42) days. Staff should employ "strong" passwords. A strong password conforms to the following parameters:
 - 1. It is never shared with anyone else.
 - 2. It is over eight (8) characters in length.
 - 3. It uses at least one (1) character from each of the following character types:
 - a. Lower case letter (e.g. a).
 - b. Upper case letter (e.g. B).
 - c. Number (e.g. 3).
 - d. Punctuation mark or symbol (e.g. \$).
 - 4. It is easy to remember, but not easily guessable or related to staff (such as a social security number, address, or telephone number).
- (g) Staff assigned to audits that will involve gathering personal and confidential information, as defined below, must meet with the Information Security Officer (ISO) and the Information Privacy Officer (IPO) or the Contractor's equivalents prior to gathering the data. Investigations and ITAS staff of the State Auditor's Office must meet annually with the ISO and IPO.
- (h) An audit team's need to collect personal, confidential, or sensitive information, as defined below, should be discussed at the audit's kick-off meeting and thereafter if an audit requires the late collection of information of that nature.
- (i) All audit staff with access to personal and confidential information must certify in writing, prior to accessing such data, that they are aware of the nature of the data, and have reviewed, understand, and agree to adhere to the Rules of Conduct as specified in this section of the policy. This will occur at the meeting with the ISO and IPO or the Contractor's equivalents.
- (j) Each audit team leader is responsible for developing and updating a written list of staff (including obtaining the signatures of those staff), who are authorized to access any personal data on an audit.
- (k) Laptops left in hibernation or sleep mode, or not turned off at all, are the most vulnerable to attack. Staff must shut down any computer equipment containing personal, sensitive, or confidential data completely if they will be away from their work area overnight or for several hours during the business day. This requires that employees who leave the office without turning off their computers return to the office to shut down their computers before ending the work day. While in the office, when employees leave their desks

for short periods, they must comply with the state policy of locking their computers by simultaneously pressing the Ctrl-Alt-Delete keys. While the office typically is well-attended during the day, staff should be mindful that their coworkers are not responsible for guarding staff computers. Therefore, staff should exercise sound judgment when leaving computer terminals and work stations, particularly when persons who are not employees of the State Auditor's Office are present or may have access to the computers. Additionally, when working out of the office, employees should shut down computers completely while away from their desks for thirty (30) minutes or more.

- (l) Staff must use secure methods to transport data (i.e., carry-on luggage when traveling, or other secure transmittal methods).
- (m) Staff only may use the computer equipment of the State Auditor's Office or the Contractor to receive, store, and transmit electronic information.
- (n) Staff must preserve the "chain of custody" of personal and confidential data, whether it is in an electronic or hard-copy format. Chain of custody means staff constantly is aware of, has carefully documented the location of, and has carefully documented the names of the persons responsible for the data from the time it leaves the custody of an auditee until we have completed our work with the data. Depending on the type of information involved, preserving a chain of custody may require that witnesses be present when information is exchanged or accounted for. It also requires that staff carry-on, not check, the equipment and information of the State Auditor's Office when travelling.
- (o) Staff must transfer records gathered from state agencies and stored on laptops to the secure network drives of the State Auditor's Office or the Contractor as soon as practicable.
- (p) When working out of the office, staff must secure all workpapers and other personal, sensitive, or confidential materials, regardless of format or media, when away from their desks. When working in the office, every employee must secure all materials containing personal and confidential data before leaving the office at night and prior to leaving the office during the business hours when it is possible that the employee may not return to work that day. Additionally, when management has determined that only certain employees will have access to information because of its sensitive nature, staff must ensure that such information is secured whenever it is left unattended by those authorized to access it, even during business hours and while working in the office. Staff should use locked file cabinets, locking foot lockers, and, where available, manual door locks for purposes of securing workpapers and materials. Audit team leaders should make use of keys available for team rooms, obtaining them from the receptionist and returning them after they finish using the rooms.

- (q) Any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of personal information maintained by the State Auditor's Office or the Contractor on behalf of, or in the course of doing business with, the State Auditor's Office (hereinafter "breach of security" or "breach") by the State Auditor's Office, the Contractor, or an auditee must be reported immediately to the ISO and IPO. Additionally, upon identifying a potential violation of this policy, staff must notify the ISO and IPO promptly about the potential security risk. When directed to do so, staff, with assistance from legal counsel, must prepare a management letter that discloses the nature of the security risk that the State Auditor's Office has identified.
- (r) Staff, assisted by the IT Unit, must shred all backup and hard-copy personal, sensitive, and confidential materials when they no longer are needed.
- (s) Staff, assisted by the IT Unit, must ensure that personal, sensitive, or confidential data on discs, flash drives, and other external media are overwritten before the discs are discarded. As documentation of this, staff is required to sign and complete the Information Technology Addendum to Job File Checklist (AUD-310) at the end of an audit assignment.
- (t) Staff, assisted by the IT Unit, is responsible for ensuring that the unused space on their hard drives is overwritten at the end of an audit. Staff is required to sign and complete the Information Technology Addendum to Job File Checklist (AUD-310) at the end of an audit assignment.
- (u) Staff, assisted by the IT Unit, is responsible for ensuring that the electronic information security systems of the State Auditor's Office limit access to personal, sensitive, or confidential information to those who need access and to those who have a right of access, as appropriate.

Responsibilities of the IT Unit

- (a) The IT Unit ensures that all computers and hard drives are overwritten when they are discarded.
- (b) The IT staff certifies, in writing, that it is responsible for: (1) implementing the necessary technical means to preserve the security, privacy, and integrity of the information assets of the State Auditor's Office and managing the risks associated with those assets; and (2) acting as a custodian of information, as described by the Department of General Services in the State Administrative Manual (SAM) at section 5315.1, for the agencies under its authority.

Responsibilities of other staff of the State Auditor's Office

- (a) A deputy state auditor must confirm that a departing employee has certified, in writing, that all confidential, personal, and sensitive data handled by the departing employee has been destroyed, transferred to a supervisor, or

otherwise secured properly before the employee proceeds with final checkout.

- (b) Laptops and other electronic devices assigned to staff of the State Auditor's Office, as well as work areas, are subject to periodic inspection by the ISO to ensure compliance with these protocols. As part of the ongoing audit and evaluation process of the State Auditor's Office to ensure adherence to the information privacy program, the ISO or the ISO's delegates perform random inspections of all workspaces and devices.
- (c) The ISO and IPO will investigate all information security breaches and handle any notifications that may be required, as indicated in the information privacy guidelines of the State Auditor's Office.
- (d) The ISO and the IPO will conduct mandatory annual privacy and security training classes for all staff of the State Auditor's Office. The State Auditor, or the State Auditor's designee, will certify annually that 100 percent of her staff has attended the training.

4. DEFINITIONS

For the purposes of this policy:

Personal information is information that identifies or describes an individual, including the name, physical description, home address, home telephone number, education, financial matters, and medical or employment history of the individual, as well as statements made by or attributed to the individual (See Civ. Code § 1798.3). Personal information is particularly sensitive and must be protected from inappropriate access, use, or disclosure and made accessible to its subjects upon request. Additional examples of personal information are contained in the statutes listed below, which are not intended to constitute an exhaustive list:

- (a) Notice-triggering personal information – specific items of personal information, regardless of media or format, (first name or first initial and last name in combination with social security number, driver's license/California identification card number, financial account, credit card or debit card number in combination with any security code, access code or password that would permit access to an individual's financial account, medical information, health insurance information, or information or data collected through the use or operation of an automated license plate recognition system) that may trigger a requirement to notify individuals if an unauthorized person acquires it (See Civ. Code § 1798.29);
- (b) Protected Health Information – individually identifiable information regarding a patient's medical history, mental or physical condition, or treatment created, received, or maintained by such organizations as health care payers, pharmaceutical companies, health care providers, health plans, and contractors to these entities, in electronic or physical form. State law requires

special precautions to protect such data from unauthorized use, access, or disclosure (See Confidentiality of Medical Information Act, Civ. Code § 56 et seq. and the Patients' Access to Health Records Act, Health & Saf. Code §§ 123100-123149.5); and

- (c) Electronic Health Information – individually identifiable health or health billing information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Federal regulations require state entities that are health plans, health care clearinghouses, or health care providers that conduct electronic transactions ensure the privacy and security of electronic protected health information from unauthorized use, access, or disclosure (See Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164). HIPAA imposes stiff penalties and requires notice to consumers if protected data is accessed by unauthorized persons.

Sensitive information is information maintained by state agencies that requires special precautions to protect it from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information may be either public or confidential. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of agency financial transactions and regulatory actions.

Confidential information is information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Gov. Code §§ 6250-6265) or other applicable state or federal laws. For purposes of this policy only, materials generated by the State Auditor's Office that do not contain any person's personal or confidential data are not confidential.

Additional Resources:

The State Administrative Manual, Chapter 5300, includes statewide policies, procedures, regulations, and information about security. It can be found at the [Department of General Services](#) and the ([Department of Technology](#)).

5. ACKNOWLEDGMENT

The Contractor acknowledges receipt of and shall comply with the California State Auditor's policy on data encryption and information privacy. Please sign the certification below. If you have any questions or concerns regarding this policy, please contact **Jeremy Evans**, ISO, or **Heather Kendrick**, IPO.

Company/Firm Name

Print Name

Signature

Date

ATTACHMENT C - SECURITY AGREEMENT

Recitals

- A. Under the terms of the Agreement to which this **Attachment C** is attached, the Contractor and any approved subcontractors and assigned employees of the Contractor and any subcontractors, through the State, will have access to certain records that are subject to the California Information Practices Act of 1977 (Secs. 1798-1798.78, Cal. Civ. C.) (the "IPA").
- B. Pursuant to the terms of this **Attachment C**, the State and the Contractor wish to satisfy certain standards and requirements relating to the application of state security standards to certain information obtained from state agencies that are covered by HIPAA, some of which may constitute Protected Health Information ("PHI") or be covered by the IPA (i.e., "personal information" as defined in Sec. 1798.82(e), Cal.Civ.C. and referred to in this **Attachment C** as "personal data"). The State and the Contractor agree to comply with applicable law and professional standards in connection with the use and disclosure of PHI and personal information under the Agreement. Pursuant to the terms of this **Attachment C**, the State and the Contractor wish to satisfy certain standards and requirements relating to the application of state security standards to certain information obtained from state agencies that are covered by the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the "HIPAA regulations"), some of which may constitute Protected Health Information ("PHI") or be covered by the IPA (i.e., "personal information" as defined in Sec. 1798.82(e), Cal.Civ.C. and referred to in this **Attachment C** as "personal data"). The State and the Contractor agree to comply with applicable law and professional standards in connection with the use and disclosure of PHI and personal information under the Agreement. The State and the Contractor acknowledge that neither the State nor the Contractor qualify as a Business Associate, as that term is defined under the HIPAA regulations, to the state agencies disclosing information to the Contractor or to each other. The State further acknowledges and agrees that the all of the various references to HIPAA and the HIPAA regulations are intended only to establish a level of data protection that is comparable to HIPAA to the extent such level of protection is required by applicable state and federal law, and shall not be construed in a manner to demonstrate or suggest that Contractor shall act as a Business Associate in connection with the performance of the Agreement.
- C. Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or

with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time. PHI covered under this **Attachment C** is limited to information that the Contractor obtains or creates in the performance of services hereunder for the State. "Personal data" covered under an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history, including statements made by, or attributed to, the individual, as defined by the IPA (Sec. 1798.3(a), Cal. Civ. C.) that the Contractor obtains or creates in the performance of services hereunder for State.

- D. "Security Incident" on master form means the unauthorized access, use, disclosure, modification, or destruction of PHI, personal data in electronic or paper format, covered under this **Attachment C**.
- E. As set forth in this **Attachment C**, the Contractor is the Contractor of the State that provides services, arranges, performs or assists in the performance of functions or activities on behalf of the State and creates, receives, maintains, transmits, uses or discloses PHI, and any subcontractors or persons assigned by the Contractor to perform services under an Agreement with the State Auditor.
- F. The State and the Contractor desire to protect the privacy and provide for the security of PHI or personal data created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPPA and HIPPA regulation and other applicable laws.
- G. The purpose of the **Attachment C** is to satisfy certain standards and requirements of HIPPA and HIPPA regulations and the IPA.
- H. The terms used in this Attachment, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations or the IPA.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI or Personal Data by Contractor

- A. Permitted Uses and Disclosures.** Except as otherwise indicated in this **Attachment C**, the Contractor may use or disclose PHI or personal data only to perform functions, activities or services specified in this Agreement, for, or on behalf of the State, provided that such use or disclosure would not violate the HIPAA regulations, if done by the State or the covered entity that has custody of the protected data.
- B. Specific Use and Disclosure Provisions.** Except as otherwise indicated in this **Attachment C**, the Contractor may:

- 1) **Use and disclose for management and administration.** Use and disclose PHI or personal data for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is or reasonably should be aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use PHI or personal data to provide data aggregation services to the State. Data aggregation means the combining of PHI or personal data created or received by the Contractor on behalf of the State with PHI or personal data received by the Contractor in its capacity as the Contractor of another covered entity, to permit data analyses that relate to the health care operations of the State.
- 3) **Violations of Law.** Use and disclose PHI or personal data if the Contractor has a legal obligation to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1); or other applicable law, when the Contractor has a legal obligation to do so.

2. Responsibilities of Contractor

The Contractor agrees, in connection with its services hereunder in the State of California:

- A. **Nondisclosure.** Not to use or disclose PHI or personal data other than as permitted or required by this **Attachment C** or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI or personal data, including electronic PHI or personal data, that it creates, receives, maintains, uses or transmits on behalf of the State hereunder; and to prevent use or disclosure of PHI or personal data other than as provided for by this **Attachment C**. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. The Contractor will provide the State with its current and updated policies. The State acknowledges and agrees that those policies are proprietary

and therefore exempt from disclosure under the California Public Records Act (Secs. 6254.15; 6254(k), Cal. Gov. C.) and that the public interest would not be served by disclosure of such policies (Sec. 6255, Cal. Gov. C.). If the State receives any request for disclosure of those policies from any source in any form, including but not limited to the California Public Records Act, subpoenas, or any other discovery requests, the State will notify the Contractor, in a timely manner, so that the Contractor may take appropriate action to prevent disclosure. The State agrees not to disclose such policies unless required by court order.

C. Security. To take the reasonable steps necessary to ensure the continuous security of all computerized data systems and paper documents containing PHI or personal data. These steps shall include, at a minimum:

- 1) Complying with all of the data system security precautions listed in this **Attachment C** or in an Exhibit attached to this Agreement; and
- 2) Encryption. Compliance by the Contractor's engagement team hereunder and the technology tools (hardware, software and related infrastructure) used by the Contractor's engagement team hereunder to deliver the services hereunder with the State Administrative Manual, Section 5350.1; and
- 3) Not leaving PHI or personal data unattended in vehicles, offices, or other places. In the evening, all offices in which PHI or personal data are present should be locked and laptops, portable devices and paper documents containing PHI or personal data should be locked in file cabinets.

The Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with State. The Contractor agrees to provide contact information for the Security Officer to the State and to notify the State in writing of any change to the Security Officer or the Security Officer's contact information.

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI or personal data by the Contractor or its subcontractors in violation of the requirements of this **Attachment C**.

E. Contractor's Agents. To ensure that any agents, including subcontractors, to whom the Contractor provides PHI or personal data received from or created or received by the Contractor on behalf of the State hereunder, agree, to the same restrictions and conditions that

apply to the Contractor with respect to such PHI or personal data, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI or personal data and to incorporate, when applicable, the relevant provisions of this **Attachment C** into each subcontract or subaward to such agents or subcontractors.

F. Availability of Information to the State. Nothing in this **Attachment C** is intended to limit or otherwise modify the State's right of access as provided under Chapter 6.5 (commencing with 8543) of Title 2 of the California Government Code.

G. Amendment of PHI or personal data and Access to PHI. To make any amendment(s) to PHI contained in a Designated Record Set held by the Contractor that the State directs or agrees to pursuant to 45 CFR Section 164.526, in the reasonable time and manner designated by the State. Within a reasonable time after a request by State for access to PHI about an Individual contained in a Designated Record Set, Contractor shall make available to State such PHI as required by 45 CFR Section 164.524. Within a reasonable time after a request by State, the Contractor shall make available information related its disclosure of PHI as required by 45 CFR Section 164.528.

H. Internal Practices. To make the Contractor's internal practices, books and records relating to the use and disclosure of PHI or personal data received from any agency of the State through the State, or created or received by the Contractor on behalf of the State hereunder, available to the State or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Secretary, for purposes of determining the State's compliance with the HIPAA regulations.

I. Documentation of Disclosures. To document and make available to the State such disclosures of PHI or personal data, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI or personal data, in accordance with 45 CFR 164.528 or make disclosure under the IPA.

J. Notification of Breach. During the term of this Agreement, the Contractor agrees to do the following with respect to a Security Incident on master form involving PHI or personal data in electronic or paper format (referred to in this section 2(J) as a "breach") by the Contractor:

1) Discovery of Breach. In the event of a Security Incident on master form involving PHI or personal data in electronic or paper format,

notify the State and the affected agency of the State in accordance with, and otherwise comply with the applicable requirements of, Section 1798.82 of the California Civil Code. Notification shall be provided to the State contract manager, the Privacy Officers of the State and of the covered entity. The State is responsible for providing the Contractor with the contact information for the covered entity having custody of the information involved in the breach.

If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI or personal data, notification shall be provided by calling the State's Privacy Officer. The Contractor shall take prompt corrective action to mitigate, to the extent practicable, any risks or damages involved with the breach and to protect the operating environment and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- 2) Investigation of Breach.** To immediately investigate the breach of PHI or personal data. As soon as practical, but not less than within three (3) business days of the discovery or notification of the breach in the security of the data whose PHI or personal data was or is reasonably believed to have been acquired by an unauthorized person, to notify the State's contract manager(s), the State's Privacy Officer, and the State Information Security Officer of, as well as the Privacy Officer and the Information Officer of the state agency who owns the PHI or personal data (the names of the Privacy Officers and information Officers for each state agency subject to Audit under this Agreement shall be provided by the State upon execution of this **Attachment C** of, to the extent known:

- i. What data elements were involved and the extent of the data involved in the breach, as the Contractor may reasonably be able to determine within three business days.

As soon as practical, but not less than within seven (7) business days of the confirmation of the existence of the breach, to notify the State's contract manager, the State's Privacy Officer, and the State's Information Security Officer of, to the extent known:

- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or personal data (if known to the Contractor),
- iii. A description of where the PHI or personal data is believed to have been improperly transmitted, sent, or utilized,

- iv. A description of the probable causes of the improper use or disclosure.

3) Report. To provide a written report of the investigation to the State's contract managers, the State's Privacy Officer, and the State's Information Security Officer within fifteen (15) business days of the discovery or notification of the breach in the security of the data whose personal information was acquired by an unauthorized person. The report shall include, but not be limited to, the information specified above, as well as a corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the State discloses all or a portion of this information to a covered entity that has custody of the PHI or personal data, the State will clearly indicate, in writing, what information is exempt from disclosure under the California Public Records Act and will request that the covered entity promptly notify the State and the Contractor as indicated in this subparagraph in the event the covered entity gets a request for that information (including but not limited to California Public Records Act, subpoenas, or any other discovery requests) from any third party, and not disclose such information unless required by court order.

The Contractor and the State recognize and agree that the significant number of meaningless attempts by third parties to, without authorization, access use, disclose, modify or destroy PHI or personal data will make a real-time notification requirement of these activities formidable for the Contractor. Therefore, the Parties agree that this Agreement shall constitute notice to State of unsuccessful attempts to access, use, disclose, modify, or destroy PHI or personal data or interfere with the Contractor systems operations in an information system. By way of example, the Parties consider the following to be illustrative of unsuccessful security incidents when they do not result in actual unauthorized access, use, disclosure, modification or destruction of PHI or personal data or interference with an information system: (i) pings on the Contractor's firewall, (ii) port scans, (iii) attempts to log on to a system or enter a database with an invalid password or username, (iv) denial-of-service attacks that do not result in a server being taken off-line, and (v) Malware (worms, viruses, etc.).

4) Notification of Individuals. To reimburse the State of California for the costs of notifying individuals of the breach as set forth in this Section 2(J)(4) when state or federal law requires such notification. For a breach caused by the Contractor, the Contractor agrees to reimburse the State of California for the reasonable costs it incurs in providing

the notifications required by 45 CFR Part 164, Subpart D, and applicable state law and the costs of credit monitoring to affected individuals following such a breach, if consistent with established practices. In order to receive reimbursement, the State must provide the Contractor with a written accounting of the State's actual costs, including pertinent documents, such as copies of receipts or invoices.

- 5) State Contact Information.** To direct communications to the above referenced State staff, the Contractor shall initiate contact as indicated herein. The State reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Attachments.

California State Auditor's Office	Office Contacts
621 Capitol Mall, Suite 1200 Sacramento, CA 95814 Telephone: (916) 445-0255	State Contract Manager Mike Tilden, Deputy State Auditor MikeT@auditor.ca.gov
	State Privacy Officer Heather Kendrick Senior Staff Counsel HeatherK@auditor.ca.gov
	State Information Security Officer Jeremy Evans, IT Manager JeremyE@auditor.ca.gov

- K. Employee Training and Discipline.** To train employees performing work under the Agreement on privacy and security requirements and use other reasonable measures to ensure compliance with the requirements of this **Attachment C** Contractor employees with regard to the use or disclosure of PHI or personal data, and to comply with the applicable requirements of Section 1798.19 of the California Civil Code.

3. Obligations of the State. The State agrees to:

- A. Notice of Privacy Practices.** Provide the Contractor with the Notice of Privacy Practices that the covered entity that has custody of the PHI or personal data produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- B. Permission by Individuals for Use and Disclosure of PHI or personal data.** Provide the Contractor with any changes in, or revocation of,

permission by an Individual to use or disclose PHI or personal data, if such changes affect the Contractor's permitted or required uses and disclosures.

- C. Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of PHI or personal data that the State has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI or personal data.
- D. Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose PHI or personal data in any manner that would not be permissible under the HIPAA regulations if done by the State.
- E. Encryption.** Electronic PHI transmitted or otherwise transferred from State to the Contractor must be encrypted by a process that renders the electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of Section 13402 of the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 and any implementing guidance.
- F. Minimum Necessary.** The State shall not transfer to the Contractor more than the minimum personal data or PHI to Contractor that is necessary for Contractor to perform services for the State under the Agreement.

4. Audits, Inspection and Enforcement

In the event of a security incident, the Contractor shall make available to State persons qualified to address detailed inquiries concerning the Contractor's policies and procedures on the privacy and security of personal data or PHI. The Contractor and the State shall meet and discuss, in good faith, a mutually agreeable approach to the inspection by the State, during normal business hours and with the Contractor personnel present, of the Contractor's physical practices in the State of California with regard to the safeguarding of any PHI or personal data received by the Contractor from the State pursuant to this Agreement. Nothing herein authorizes the State to access information of, or relating to, other clients of the Contractor.

In the event that the State wishes to have any person who is not a State employee participate in such inspection or follow-up thereto, the State will notify the Contractor in writing of the identity and agency or corporate affiliation of such personnel and shall provide the Contractor with a reasonable period of time (but not less than three (3) business days) in which the Contractor may object, in writing, to the participation of such personnel and the reasons therefore, including but not limited to, the fact that such personnel are, or are affiliated or employed by, a business competitor of the Contractor. The State agrees that it will not include

personnel objected to by the Contractor in any such inspection or follow-up. The State also agrees that any non-State employee who participates in the inspection, or follow-up thereto, shall be required to sign a Non-Disclosure Agreement in a form satisfactory to the Contractor and to provide a copy of same to the Contractor before participating in the inspection, or follow-up thereto. The Contractor shall promptly mitigate, to the extent practicable, any material violation of any provision of this **Attachment C** and shall, upon request, confirm to the State Privacy Officer that the mitigation has been implemented. The State agrees that any paper or electronic records it reflects regarding the Contractor's mitigation efforts are confidential and exempt from disclosure under the California Public Records Act. If the State receives any request for disclosure of this information from any source in any form, including but not limited to the California Public Records Act, the Contractor may take appropriate action to prevent disclosure. The State agrees not to disclose such policies unless required by court order.

The fact that the State inspects, or fails to inspect, or has the right to inspect, the Contractor's computers under this subparagraph does not relieve the Contractor of its responsibility to comply with this Agreement, nor does State's:

- A. Failure to detect or;
- B. Detection, but failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practices constitutes acceptance of such practice or a waiver of the State's enforcement rights under this Agreement and this **Attachment C**.

5. Termination

- A. **Termination for Cause.** Upon the State's knowledge of a material breach of this Attachment by the Contractor, the State shall:
 - 1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by State;
 - 2) Immediately terminate this Agreement if the Contractor has breached a material term of this **Attachment C** and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** The Contractor will notify the State if it is named as a defendant in a criminal proceeding for a violation of HIPAA. The State may terminate this Agreement if the Contractor is found guilty of a criminal violation of HIPAA. The State may terminate this Agreement if a finding or stipulation that the Contractor

has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all other copies of PHI or personal data received from the State hereunder (or created or received by Contractor on behalf of the State) that the Contractor still maintains in any form, and shall retain no copies of such PHI or personal data or, if return or destruction is not feasible, shall continue to extend the protections of this **Attachment C** to such information, and shall limit further use of such PHI or personal data to those purposes that make the return or destruction of such PHI or personal data infeasible. This provision shall apply to PHI or personal data that is in the possession of subcontractors or agents of the Contractor. The State acknowledges that *Government Auditing Standards* may prohibit the Contractor to return or destroy PHI or personal data in its workpapers.

6. Miscellaneous Provisions

- A. **Disclaimer.** The State makes no warranty or representation that compliance by the Contractor with this **Attachment C**, HIPAA or the HIPAA regulations will be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI or personal data.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this **Attachment C** may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI or personal data. Upon the State's request, the Contractor agrees to promptly enter into negotiations with the State concerning an amendment to this **Attachment C** embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. The State may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) The Contractor does not promptly enter into negotiations to amend this **Attachment C** when requested by the State pursuant to this Section or

- 2) The Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI or personal data that the State in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Without waiving any rights or defenses, the Contractor agrees to make itself reasonably available, at the billing rates that apply for the service performed by Contractor under the Agreement, to the State to testify as witnesses, or otherwise in the event of litigation or administrative proceedings being commenced against the State, its directors, officers, or employees, based on claimed violation of HIPAA, HIPAA regulation or other laws relating to security or privacy, and such claimed violation allegedly involves inaction or action by the Contractor, except where the Contractor or its subcontractor, employee, or agent is a named adverse party or where cooperation would impair the Contractor's independence.
- D. **No Third-Party Beneficiaries.** Nothing expressed or implied in the terms and conditions of this **Attachment C** is intended to confer, nor shall anything herein confer, upon any person other than the State or the Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this **Attachment C** shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this **Attachment C** shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this **Attachment C** to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of the Contractor under Section 6.C of this **Attachment C** shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- I. **Integration.** This **Attachment C** embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

- J. **Effective Date.** This **Attachment C** is effective upon the date of its execution by authorized representatives of both the State and the Contractor and shall remain in effect for the duration of the Agreement to which it is appended.

ATTACHMENT D - DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 – CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

REV 12/19

ATTACHMENT E - PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet (Small Business and DVBE) must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures**. The proposal must be transmitted in a sealed envelope/box in accordance with RFP instructions. **An unsigned proposal/proposer certification sheet may be cause for rejection. Small Business and/or DVBE participation is not required in this proposal.**

1. Company Name:

2. Address:

3. Telephone Number:

Organization type:

4. ☐ Sole Proprietorship 5. ☐ Partnership 6. ☐ Corporation/LLC

7. Federal Employee ID No:

8. California Corporation/LLC No.:

9. License and/or certification information:

10. Proposer's Name (Print):

11. Title (Print):

12. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a Small Business Enterprise or Disabled Veteran Business Enterprise?

Small Business Enterprise: Yes ☐ Certification number: _____
No ☐

Disabled Veteran Business Enterprise: Yes ☐ Certification number: _____ No ☐

If Yes is checked, include a copy of your certification. If your application is pending with OSBCR, include the date the application was submitted.

A. Place all required attachments behind this certification sheet.

- B. I have read and understand the DVBE Participation Goal Program requirements and have included documentation that the mandatory minimum percent of DVBE participation will be met. I commit to perform the participation goal percentage of the contract bid amount and have documented DVBE participation on the Bidder Declaration for any entity participating in the contract.
- C. The signature affixed hereon and dated certifies compliance with all the ☐ Small Business and/or ☐ DVBE requirements (check as applicable) of this proposal document. The signature below authorizes the verification of this certification.

13. Signature: _____ 14. Date: _____

INSTRUCTIONS FOR PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items by following the instructions below.

Table 4. Proposal/Proposer Certification Sheet Instructions.

Item Numbers	Instructions
1, 2, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.

9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the California Office of Small Business and DVBE Services.

ATTACHMENT F - BIDDER DECLARATION

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page of

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT G - INDEPENDENCE QUESTIONNAIRE/CONFLICT OF INTEREST DISCLOSURE

Independence Questionnaire for

(Type or write consultant's name.)

Government Auditing Standards require that auditors be independent. The contractor and all personnel must be independent. Independence comprises independence of mind and appearance. To ensure that the independence standard is met, each contractor must disclose any threats to independence related to the entities or programs being audited, which are listed below.

Audited entities may include but are not limited to the following:

1. Department of Community Services and Development
2. Department of Education
3. California Emergency Medical Services Authority
4. Department of Health Care Services
5. Department of Public Health
6. Department of Social Services
7. Department of Transportation
8. Employment Development Department
9. Department of Rehabilitation

Do you have any of the following threats to independence? If you respond yes to any item, please describe the threat in the space provided or attach a separate sheet.

Self-interest threat—the threat that a financial or other interest will inappropriately influence an auditor's judgement or behavior. For example, seeking employment with an entity; biases about policies or preconceived notions about the programs; or financial interest that is direct, or is significant/material, though indirect, in the audited entity.

Self-review threat—the threat that an auditor or audit organization that has provided nonaudit services will not appropriately evaluate the results of previous judgements made or services performed as part of the nonaudit services when forming a judgement significant to an audit.

Bias threat—the threat that an auditor will, as a result of political, ideological, social, or other convictions, take a position that is not objective. For example, a decision-making role that could affect the entity's operations, or biases about policies or preconceived notions about the programs.

Familiarity threat—the threat that aspects of a relationship with management or personnel of an audited entity, such as a close or long relationship, or that of an immediate or close family member, will lead an auditor to take a position that is not objective. For example, a family member who is a director, officer, or employee,

and is in a position to exert direct and significant control over of the audited entity or program

Undue influence threat—the threat that external influences or pressures will impact an auditor’s ability to make independent and objective judgements. Undue influence threats are external pressures, actual or perceived, from management or employees of the audited entity that would deter the auditor from acting objectively and exercising professional skepticism.

Management participation threat—the threat that results from an auditor taking on the role of management or otherwise performing management functions on behalf of the entity undergoing an audit.

Do you have any threats to independence as described above that would restrict your work or interfere with your ability to form independent and objective conclusions? If you responded yes, please describe the threat(s) in the space provided below.

In the last five years, has your firm or any staff whom you plan to assign to this audit been a party to any contract with any of the entities listed? If you responded yes, provide a copy of the statement of work.

Are you currently seeking employment, pursuing, or do you plan to pursue a contract with any of the entities listed during the term of the contract? If you responded yes, please explain.

Company/Firm Name

Print Name

Signature

Date

ATTACHMENT H - CONFIDENTIALITY/NONDISCLOSURE STATEMENT

CONFIDENTIALITY/NONDISCLOSURE STATEMENT

The undersigned acknowledges and agrees that the contents of any personal, technical, and other data and information relating to the State's operations that are made available to the Contractor in carrying out this Agreement, or that become available to the Contractor in carrying out this Agreement, are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. In providing that protection, Contractor shall comply with this Agreement and any other procedural requirements of the State that are provided in writing to the Contractor. In that regard, the undersigned acknowledges and agrees to all of the following:

- (a) The work products and records, documents, or information used in support of the work products that are made available to the Contractor pursuant to this Agreement, including, but not limited to all personal, technical, and other data and information used in support of or contained in those work products, are confidential and shall be protected by the Contractor from unauthorized use or disclosure. In providing that protection, Contractor shall comply with this subdivision and any other procedural requirements of the California State Auditor that are provided in writing to the Contractor.
- (b) Contractor shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the California State Auditor.
- (c) With the exception of comments made about the work product to the State Auditor or her staff, Contractor shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall Contractor comment on the State Auditor's actions regarding the work product, without the prior written consent of the State Auditor.
- (d) Contractor acknowledges that it is a misdemeanor for the California State Auditor or any employee or former employee of the California State Auditor to divulge in any manner not permitted by law, the particulars of any record, document, or information the disclosure of which is restricted by law. This restriction includes, but is not limited to, records, documents, or information reviewed in connection with the work product that are not used in support of the final work product. This prohibition also applies to any person or business entity and to the employees and former employees of this person or business entity that has assisted the State Auditor in the course of a work product or that has been furnished a draft copy of a work product for comment and review (Government Code section 8545.1).

2. CONFIDENTIALITY/NONDISCLOSURE ACKNOWLEDGMENT

(To be completed by each of contractor's personnel)

The undersigned Contractor acknowledges that he/she has been provided with a copy of the Confidentiality/Nondisclosure Statement between State and Contractor (Agreement) and understands that any records, documents, and information, or any draft or final audit report that the undersigned reviews or produces in connection with providing auditing/training services to the California State Auditor's Office are subject to the terms of the Agreement.

Company/Firm Name

Print Name

Signature

Date

STD. 830 (REV. 10/2019) (REVERSE)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

**Section I
Worksite Preference Eligibility and Labor Hours**

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A. The firm is located in a California eligible distressed area(s).
- B. The firm will establish a worksite(s) in a California eligible distressed area(s).
- C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

**Section II
Workforce Preference**

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

**Section III
Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

ATTACHMENT J - COST PROPOSAL WORKSHEET

The proposer's cost for provision of all services required in the RFP must be included in the proposal. Proposers may format the Cost Proposal Worksheet to suit their needs. There is no set budget for this engagement. The proposal shall include a detailed quotation of costs for all services that could be charged to the State Auditor's Office. The cost must include the following level of detail.

1. The proposal shall include a quotation of charges for all proposed work.
2. The cost component shall include the total number of hours required to produce the deliverable, and contain a cost quotation of charges for each class of personnel.
3. The State Auditor's Office will pay only for hours actually worked at the rates submitted and for actual expenses incurred subject to limitations contained in this RFP. As a guide, use the Cost Proposal Worksheet (**Attachment J**). Include the following costs:
 - (a) Direct labor costs (personnel classification, number of hours, and hourly rates).
 - (b) Travel to various locations in the State may be required. The rates for travel-related expenses shall not exceed the rates established for excluded employees of the State of California. The Contractor may obtain current rates at the following website: [California Department of Human Resources](#).

Direct Labor	Hours	Rate	Total
Job title/description			\$
Job title/description			\$
Job title/description			\$
Total			\$
Subcontractor(s) Cost Itemized			\$
Travel			
TOTAL COSTS			\$

ATTACHMENT K - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Print)		Federal ID Number
By (Authorized Signature)		
Print Name and Title of Person Signing		
Executed in the County of	Executed in the State of	
Date Executed		

ATTACHMENT L – PAYEE DATA RECORD

A fillable form is available on the Department of General Services website at [Payee Data Record STD 204](#). Use the optional [Payee Data Record Supplement STD 205](#) if necessary.

VI.SAMPLE - STANDARD AGREEMENT (STD. 213)

Do not complete or return the sample Standard Agreement, sample Scope of Work and Description of Services, or the sample Budget Detail and Payment Provisions.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
CSA-C- -2021

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CALIFORNIA STATE AUDITOR

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

\$

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBIT	TITLE	PAGES
Exhibit A	Scope of Work and Description of Services	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	
Attachment 1	Encryption and Information Privacy Policy	
Attachment 2	Confidentiality/Nondisclosure Statement	
Attachment 3	Independence Questionnaire/Conflict of Interest Disclosure	
Attachment 4	California Civil Rights Law Certification	
Attachment 5	Contractor's Résumé	
Attachment 6	Contractor Certification Clauses	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA STATE AUDITOR

CONTRACTING AGENCY ADDRESS 621 Capitol Mall, Suite 1200	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING ELAINE M. HOWLE	TITLE STATE AUDITOR		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

EXHIBIT A

SCOPE OF WORK AND DESCRIPTION OF SERVICES

1. PURPOSE OF THIS AGREEMENT

The California State Auditor (State or State Auditor) and [the Contractor's Name] (Contractor) enter into this Agreement for the purpose of the Contractor to provide consulting services to the State Auditor.

2. CONTRACTOR PROVIDES CONSULTING SERVICES

[Insert a description of the scope of services.]

3. PROJECT DELIVERABLES AND COORDINATION REQUIREMENTS

[Insert project deliverables, timetable, etc.]

(a) [Insert, as applicable.]

(b) [Insert, as applicable.]

4. ACCEPTANCE CRITERIA

It shall be the State Auditor's sole determination as to whether a deliverable has been successfully completed and is acceptable to the State. There must be a signed acceptance document or signed invoice for each deliverable before invoices can be processed for payment. Acceptance criteria shall consist of the following:

(a) Reports on written deliverables completed as specified and approved.

(b) All deliverables must be in a format used by the State.

(c) If a deliverable is not accepted, the State Auditor shall provide the rationale in writing within 30 days of receipt of the deliverable or upon completion of acceptance testing period.

5. PROJECT REPRESENTATIVES

California State Auditor	Contractor's Name
Project Coordinator: Name and Title	Name, Title:
Address: 621 Capitol Mall, Suite 1200 Sacramento, CA 95814	Address:
Phone: (916) 445-0255	Phone:
Fax: (916) 327-0019	Fax:
Email:	Email:
Business Services Coordinator: Ana Clark, Manager Fiscal and Business Services AnaC@auditor.ca.gov	Authorized to Perform Services:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. AMOUNT PAYABLE

The total amount payable under this Agreement may not exceed _____ dollars and no cents (\$_____) and is payable as follows:

- (a) In exchange for providing the promised services satisfactorily rendered in accordance with the terms of this Agreement, including all deliverables specified in **Exhibit A**, the State shall pay the Contractor at a rate of _____ dollars (\$_____) per hour.

For consulting contracts with more than one person, enter the hourly rate, # of hours, job title, and name (example below).

Job Title or Classification	Hours	Rate	Extended total	Name of Employee
Principal Consultant	176	\$300.00	\$ 52,800.00	Mary Smith
Principal Consultant	200	\$285.00	57,000.00	Jane Jones
Junior Consultant	14	\$100.00	1,400.00	Bob Odditer
Total Costs			\$ 111,200.00	

Enter specific payment terms per contractors accepted proposal.

For travel /transportation enter terms (b)-(c).

For specific deliverables, enter chart or other information.

- (b) The Contractor shall arrange for any approved travel required under this Agreement, the State shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor, in providing the consulting services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business. Reimbursement shall be made in accordance with the Travel Reimbursements guidelines as follows:
- (i) Airfare: commercial carrier coach fare rate, if supported by a receipt.
 - (ii) Other transportation: actual, reasonable expense, if supported by a receipt.
 - (iii) Other expenses: actual expenses, not to exceed maximum state employee per diem rates, to be claimed and computed in accordance with the Travel Reimbursements guidelines published by the [Department of Human Resources](#) and regulations at 2 CCR 599.615 et seq. in effect for excluded employees when the expenses are incurred, if supported by a receipt.

- (c) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and other expenses.
- (d) No minimum amount of work is guaranteed under this Agreement.
- (e) No payment shall be made in advance of services rendered.
- (f) Enter additional paragraphs if applicable.

2. PAYMENTS

- (a) On a weekly/monthly basis, each Contractor staff person shall complete a timesheet and submit it by email to the State's Project Coordinator.
- (b) Whenever payment is owed by the State, the Contractor shall submit invoices on a monthly basis by the tenth (10th) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for travel and other administrative expenses.
- (c) Each invoice submitted by the Contractor shall include the following:
 - (i) The contract number as it appears on this Agreement.
 - (ii) The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
 - (iii) An invoice number and invoice date.
 - (iv) A separate line item for each day. Include the date, contract employee name and title, program name, hours, and rate.
 - (v) The signature of the Contractor or the Contractor's representative.
- (d) The Contractor shall provide one paper original and one copy of the invoice for payment by mail to:

**California State Auditor
Attention: Accounting
621 Capitol Mall, Suite 1200
Sacramento, CA 95814**

The date of invoice delivery shall be the date the State Auditor receives the paper original at the address listed in this paragraph.

If either party makes the request, the Contractor may submit electronically a courtesy copy of the invoice and supporting documentation to the State Auditor's Accounting Department at accounting@auditor.ca.gov and the Project Coordinator at the email address identified in Exhibit A, Paragraph 5.

- (e) Under the Public Contract Code, contracts may provide for progress payments to Contractors for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the contract amount

shall be withheld pending final completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

- (f) As a necessary precursor to receiving payment from the State, the Contractor, unless a state agency or other governmental entity, shall maintain on file with the State a completed Payee Data Record Form (STD 204).
- (g) The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the State for a period of three (3) years after final payment is made unless a longer period of records retention is agreed upon. The Contractor agrees to allow the State Auditor access to such records during normal business hours and to allow interviews of any employees who reasonably might have information related to such records.

3. BUDGET CONTINGENCY CLAUSE

- (a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- (b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927. The date of invoice delivery shall be the date the State Auditor actually receives the paper original at the address listed in Paragraph 2(d) of Exhibit B.

Alternatively, if agreed to in writing, the date of invoice delivery shall be the date the State Auditor's Accounting Department receives the emailed invoice.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. TERM

- (a) The term of this Agreement is month, day, year through month, date, year. The parties' obligations under the following paragraphs, however, shall survive the termination or expiration of this Agreement: Paragraph 7, 8, 9, 10, 11, 12, 14 and 15 of this Exhibit C and Paragraph(s) 5 of Exhibit D.
- (b) The parties mutually may agree in writing to extend the term of this Agreement.
- (c) All references to the term of the Agreement or the Agreement term shall include any extensions of the term.

2. APPROVAL

This Agreement is of no force or effect until signed by both parties.

3. TIMELINESS

Time is of the essence, including any schedule established by the Agreement for the performance of services.

4. NOTICE

- (a) Except in the event of litigation or other legal proceedings, all notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing.
- (b) Notice may be served by certified mail properly addressed. Postage must be prepaid fully to the address beneath the name for each respective party provided in subparagraphs (c) and (d) of this Paragraph. That notice shall be effective when received as indicated by post office records or, if deemed undeliverable by the post office, nonetheless shall be effective fifteen (15) days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party at the address designated. That notice shall be deemed effective when delivered unless a legal holiday for state offices commences during said twenty-four (24) hour period, in which case, the effective time of the notice shall be postponed twenty-four (24) hours for each intervening day.
- (c) For the above purposes, the State Auditor's address is:

**California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814**

(d) For the above purposes, the Contractor's address is:

Contractor's Name
Address
City, State, Zip

5. INDEPENDENT CONTRACTOR

- (a) The Contractor, and the agents and employees of the Contractor, shall act, in the performance of this Agreement, in an independent capacity and not as officers, employees, or agents of the State. In accordance with that independent capacity, it is understood and agreed by the parties that the State has no right under the Agreement to control or direct the manner or means by which the Contractor undertakes to provide the services to be rendered to the State, and that the Contractor shall exercise independent judgment in all matters pertaining to the manner and means of performing under the Agreement.
- (b) Subject to subparagraph (a) of this Paragraph, the Contractor shall ensure that the Contractor's employees and agents, whenever performing services on the State's premises, observe all reasonable instructions and directions issued by the State.

6. STATE PERSONNEL

The Contractor shall not be permitted to use State personnel for performing services that are the responsibility of the Contractor unless that use has been preapproved in writing by the Project Coordinator for the State Auditor identified in **Exhibit A** of this Agreement and an appropriate adjustment in price has been made. No charge will be made to the Contractor for the services of state employees while performing a coordinating or monitoring function.

7. OWNERSHIP OF INFORMATION AND WORK PRODUCT

- (a) All professional and technical information developed under this Agreement, including all reports, information, related data, work sheets, findings, and conclusions produced under the Agreement ("work product") is the property of the State.
- (b) The Contractor shall keep confidential the State's work product and shall protect it from unauthorized disclosure.
- (c) The Contractor agrees to deliver reproducible copies of the State's work product at the request of the Project Coordinator for the State Auditor's Office identified in **Exhibit A**.

8. INDEMNIFICATION

- (a) Each of the parties to this Agreement shall be liable solely for the negligent or wrongful acts or omissions of its representatives, agents, or employees

occurring in the performance of the Agreement.

- (b) If either party becomes liable for damages caused by the party's representatives, agents, or employees, it shall pay such damages without contribution by the other party. The Contractor's obligation under the provisions of this Paragraph is not limited to, or restricted by, any requirement in this Agreement for the Contractor to maintain insurance.
- (c) To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the Agreement. Such defense and payment will be conditional upon the following: (1) the State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and (2) the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State otherwise is mandated by law, the State may participate in such action at its own expense with respect to attorney fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will cooperate reasonably in the defense and in any related settlement negotiations.

9. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be liable for damages arising out of injury to the person, and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to the delivery, installation, acceptance, and use of any deliverables under this Agreement regardless of where the injury or damage occurs, provided that the injury or damage was caused by the fault or negligence of the Contractor.

10. LIMITATION OF LIABILITY

The liability of the State under this Agreement shall not exceed the total amount payable under the Agreement, as set forth in Paragraph 1 of Exhibit B of the

Agreement. In no event shall the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages.

11. DISPUTES

- (a) The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- (b) Any dispute arising under or relating to the performance of this Agreement, which is not disposed of by agreement, shall be decided by the State Auditor, and that decision shall be reduced to writing and mailed or otherwise furnished to the Contractor.
- (c) If the Contractor does not agree with the State Auditor's decision, either party may assert its other rights and remedies within this Agreement or within a California court of competent jurisdiction. If any action is brought to enforce or interpret any provision of the Agreement, each party shall bear its own attorney fees and costs.

12. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, both as to interpretation and performance, regardless of the specific location of any performance. Unless otherwise expressly agreed in writing by the parties, any action in law or equity brought to enforce any provision of the Agreement shall be filed and remain in a court of competent jurisdiction in the County of Sacramento, State of California.

13. PROPER SOLICITATION OF AGREEMENT

The Contractor warrants, by executing this Agreement, that no person or selling agency has been employed or retained to solicit or secure the Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul the Agreement without liability, paying only for the value of the work actually performed, and to recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. AGREEMENT IS COMPLETE

This Agreement represents the complete and exclusive statement of the agreements between the State and the Contractor with respect to the subject matter of the Agreement and supersedes all prior agreements, proposals, representations, and other communications, oral or written, between the State and the Contractor regarding this subject matter. The State and the Contractor agree that there are no

oral or written covenants, conditions, or agreements with respect to the subject matter of the Agreement except as set forth in the Agreement.

15. PREVAILING CLAUSES

In the event of a conflict between the General Terms and Conditions set forth in this Exhibit C of this Agreement and the provisions of any other Exhibit or other Attachment to the Agreement, the provisions of the General Terms and Conditions shall govern.

16. CAPTIONS

The paragraph headings appearing in this Agreement have been inserted for convenience only. They are not intended to define, explain, modify, amplify, limit, or extend the scope or intent of the paragraphs to which they pertain.

17. ASSIGNMENT

The Contractor may not transfer by assignment, subcontract, or novation the performance of this Agreement, or any part thereof, except with the prior written approval of the State as to each such assignment, subcontract, or novation. Any approved assignment, subcontract, or novation shall be subject to all of the terms and conditions of the Agreement, including every Exhibit or Attachment thereto.

18. AMENDMENT OF AGREEMENT

This Agreement may be amended by mutual consent of the State and the Contractor. Any alteration of or variation from the terms of the Agreement is not valid unless made in writing and signed by the parties, and approved as required. No oral understanding or agreement not incorporated into the Agreement is binding on the State or the Contractor.

19. SEVERABILITY

In the event that any term, condition, or provision of this Agreement is unenforceable or held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby.

20. FORCE MAJEURE

Except for defaults of subcontractors, the Contractor and the State are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include acts of god, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to this Agreement. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Contractor or the subcontractor, without the fault or negligence of either of them, the Contractor is not

liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

21. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Agreement shall be construed as cumulative; that is, in addition to every other remedy provided by the Agreement or otherwise provided by law. The failure of the State at any time to enforce any of the provisions of the Agreement or at any time to require performance by the Contractor of any of the Agreement's provisions, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of the Agreement or any part thereof, or the right of the State thereafter to enforce each and every provision.

22. TERMINATION

- (a) The State reserves the right to terminate this Agreement, without cause, upon giving five (5) days advance written notice to the Contractor in the manner specified in the Agreement. In that event, the Contractor agrees to use all reasonable efforts to mitigate any expenses or obligations hereunder.
- (b) Notwithstanding the notice provision of subparagraph (a) of this paragraph, the State may terminate this Agreement immediately for cause. The term "for cause" means the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, termination of the Agreement shall be effective as of the date indicated in the State's notice to the Contractor that the Agreement is being terminated.
- (c) In the event of termination, without prejudice to any of its other remedies, the State shall, subject to the appropriation and availability of funds for that purpose, pay the Contractor only for the satisfactory services rendered by the Contractor and for the expenses incurred by the Contractor that were not included in the charges for the services rendered prior to the termination, provided that said expenses could not have been avoided through reasonable efforts by the Contractor.

23. NONDISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- (b) Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (c) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations., Title 2, section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code sections 11135-11139), and the regulations or standards adopted by the awarding state agency to implement such article.
- (d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (California Code of Regulations, Title 2, section 11105.)
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

24.INSURANCE

Without limiting the Contractor's indemnification obligations, and prior to commencement of the Work, the Contractor shall maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below.

(a) Workers' Compensation Insurance

The Contractor shall obtain, and keep in force during the term of this Agreement, workers' compensation insurance in conformity with applicable state law.

(b) General Liability Insurance

The Contractor shall maintain during the term of this Agreement commercial general liability insurance coverage with a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If requested, the Contractor shall provide to the State Auditor a certificate of insurance as proof of the required coverage.

25. COVENANT AGAINST GRATUITIES

By signing this Agreement, the Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, the State may terminate the Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

26. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury under the laws of the State of California, the minimum, if not exact percentage of post-consumer material, as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Public Contract Code section 12205).

27. CONTRACTOR'S CERTIFICATION CLAUSES

The Contractor Certification Clauses contained in the Department of General Services CCC 04/2017 document are hereby incorporated by reference and made a part of this Agreement by this reference as Attachment 7.

28. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENT

- (a) As required by Government Code section 14841, if for this Agreement the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under the Agreement report to the State the actual percentage of small business participation that was achieved.
- (b) As required by Government Code section 14841 and Military and Veterans Code section 999.5, subdivision (d), if for this Agreement the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under the Agreement certify in a report to the State: (1) the total amount the Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Contractor; (4) that

all payments under the Agreement have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

29. AUDIT

The Contractor agrees that the awarding department, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7 et seq., Public Contract Code section 10115 et seq., California Code of Regulations Title 2, section 1896).

30. ANTITRUST CLAIMS

The Contractor, by signing this Agreement, certifies that the Contractor will comply with the requirements of Government Code sections 4552 through 4554 set forth below.

- (a) As provided in Government Code section 4552, the Contractor will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15 et seq.) or under the Cartwright Act (Business and Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services for sale to the State pursuant to this Agreement. Such assignment shall be made and become effective at the time the State tenders final payment to the Contractor.
- (b) As provided in Government Code section 4553, if the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under subparagraph (a) of this Paragraph, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the State as part of this Agreement price, less the expenses incurred in obtaining that portion of the recovery.
- (c) Upon demand in writing by the Contractor, the State shall, within one year from such demand, reassign the cause of action assigned under subparagraph (a) of this Paragraph if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and

(1) the State has not been injured thereby, or (2) the State declines to file a court action for the cause of action.

31. PRIORITY HIRING CONSIDERATIONS

As required by Public Contract Code section 10353, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 et seq.

32. CHILD SUPPORT COMPLIANCE ACT

By signing this Agreement, the Contractor acknowledges, pursuant to Public Contract Code section 7110, each of the following:

- (a) It is the policy of the State that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and complies fully with all applicable state and federal laws relating to child and family support enforcement, including the disclosure of information and compliance with earnings assignment orders, as required by Family Code section 5200 et seq.
- (b) To the best of the Contractor's knowledge, the Contractor is complying fully with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

33. CONTRACT/CONTRACTOR EVALUATION

In accordance with Public Contract Code sections 10367 and 10369, the Contractor's performance or the firm's performance will be evaluated within 60 days of completion of the contract using the Contract/Contractor Evaluation form (STD 4). The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. CONTRACTOR PERSONNEL

The individual(s) named in **Exhibit A or B** of this Agreement as the person(s) authorized to perform services under the Agreement is/are essential to the Agreement. No other individual(s) employed by the Contractor may perform services under the Agreement without the prior written approval of the State. In the event that any individual named in **Exhibit A or B** is authorized to perform services under the Agreement ceases to be employed by the Contractor or no longer is assigned by the Contractor to perform services under the Agreement, the Contractor immediately shall provide written notice to the State and shall consult with the State regarding a replacement.

- (a) Prior to seeking approval from the State for any individual not already named in **Exhibit A or B** to perform services under the Agreement, the Contractor shall provide the State with the name and résumé of that individual for prompt preview and approval. If the State declines to approve the replacement of any individual named in **Exhibit A or B** as authorized to perform services under the Agreement, the State may terminate the Agreement immediately “for cause” as provided in **Exhibit C** of the Agreement. This provision shall not apply to support personnel such as clerical or administrative staff assigned to assist the individual(s) authorized to perform services under the Agreement.
- (b) In view of the sensitive nature of information reviewed during the course of audits and in compliance with the policy of the State Auditor to require its employees to undergo live-scanning background checks, contractor personnel, including subcontractor personnel, shall also be subject to this requirement upon the request of the State. The State shall be responsible for obtaining and paying for background checks for each assigned employee of the Contractor or subcontractor. The Contractor is responsible for obtaining and paying for fingerprint fees for each assigned employee of the Contractor or subcontractor. The Contractor shall work with the State in establishing the process for conducting the live-scanning background checks.
- (c) In view of the sensitive nature of information reviewed during the course of audits and in compliance with the policy of the State Auditor to require its employees to undergo live-scanning background checks, contractor personnel, including subcontractor personnel, shall also be subject to this requirement upon the request of the State. The State shall be responsible for obtaining and paying for background checks for each assigned employee of the Contractor or subcontractor. The Contractor is responsible for obtaining and paying for fingerprint fees for each assigned employee of the Contractor or subcontractor. The Contractor shall work with the State in establishing the process for conducting the live-scanning background checks.

2. SUBCONTRACTORS

Nothing in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors used by the Contractor to perform services under the Agreement, and no subcontractor shall relieve the Contractor of the Contractor's responsibilities and obligations under the Agreement. The Contractor agrees to be responsible fully to the State for all acts and omissions of its subcontractors and of the persons the Contractor employs, either directly or indirectly, to perform services under the Agreement. The Contractor's obligation to pay its subcontractors is an obligation that is entirely independent from the State's obligation to pay the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any money to any subcontractor.

3. RECORD RETENTION

- (a) Any records obtained by the Contractor or any subcontractor or employee thereof during the course of the audit from any California public entity pursuant to the authority of the State are the exclusive property of the State and shall be returned to the State; however, the Contractor may retain copies of those records. All communications and workpaper records obtained, originated, or prepared by the Contractor pursuant to this Agreement, including papers, reports, charts, interview notes, and other documentation compiled by the Contractor pursuant to this Agreement, including the Contractor's administrative communications and records relating to this Agreement, shall become exclusive property of the Contractor. The Contractor shall make such documents available to the State upon request.
- (b) During the course of the audit, at the request of the State, the Contractor shall promptly return all originals of writings, including, but not limited to, electronic copies, that were obtained by the Contractor from any California public entity pursuant to the authority of the State in connection with the audit. Not later than 14 days following the completion of consulting services by the Contractor under this Agreement, the Contractor shall return all such original writings to the State. Notwithstanding the foregoing, the Contractor may retain copies of any such writings for workpaper purposes.
- (c) If Contractor is requested pursuant to subpoena or other legal process to produce its documents relating to this engagement for the State in judicial or administrative proceedings to which Contractor is not a party, the Contractor shall immediately notify the State and take all appropriate legal actions to protect the documents and information from disclosure. The State shall reimburse the Contractor at the Contractor's standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.
- (d) In the event that the State receives a request pursuant to the California Public Records Act or applicable federal law for copies of the State's records in the

possession of the Contractor and relating to the work performed by the Contractor pursuant this Agreement, the Contractor shall assist the State in producing those copies of those records to the extent they are required to be released under state or federal law.

- (e) Except as otherwise provided by law, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as contemplated by this Paragraph 10 of the Agreement.
- (f) The Contractor shall retain all original work described in subparagraph (a) of this Paragraph 3 for a period of seven (7) years from the date of publication of the audit. Upon completion of those seven years, the Contractor shall consult with the State on whether those records shall be destroyed. If the State requests originals either during the course of the audit or during the seven-year retention period, the Contractor shall promptly send the requested originals to the State.

4. ENCRYPTION AND INFORMATION PRIVACY POLICY

The Contractor shall adhere to the State's Encryption and Information Privacy Policy, and hereby incorporated into the Agreement by reference, whenever handling data, documents, records, or any other such information, whether in paper or electronic form, that is provided to Contractor by the State. The Contractor shall ensure that each of its personnel having access to information provided by the State is familiar with this policy and that each of them signs and returns to the State a copy of **Attachment 1**.

5. CONFIDENTIALITY/NONDISCLOSURE STATEMENT

- (a) The Contractor shall protect from unauthorized disclosure all audit and investigative reports and all information in the Contractor's possession that has been gathered or generated in connection with an audit or investigation. Such information shall include financial, statistical, proprietary, market sensitive, highly sensitive, personal, technical, and other information gathered or generated by the Contractor or the State for an audit or investigation. In providing that protection from unauthorized disclosure, the Contractor shall comply with this Paragraph, the provisions of the Confidentiality/Nondisclosure Statement and any other reasonable procedural requirements of the State that are provided in writing to the Contractor.
- (b) Except as required by law or legal process, the Contractor shall not disseminate or disclose publicly the content of any draft or final audit or investigative report and shall not disseminate or disclose publicly any workpapers, records, documents, or other information gathered or generated for any audit or investigation for which the Contractor provided services under this Agreement. Notwithstanding this general prohibition against dissemination or disclosure, the Contractor may, with the prior written permission of the State, disclose the

content of a final audit or investigative report, specified records, documents, or other information used in support of a final audit or investigative report, or give testimony at a public hearing held by a legislative committee relating to a final audit or investigative report issued regarding an audit or investigation for which the Contractor provided services under the Agreement. The State's grant of permission for the Contractor to make a disclosure or give testimony on a particular occasion shall not be construed to authorize the Contractor to disclose information or give testimony on any other occasion.

- (c) With the exception of comments made to personnel of the California State Auditor's Office and other agencies of the State, the Contractor shall not discuss or provide comment to any individual, including any member of the news media, regarding any audit or investigation for which the Contractor provided services under this Agreement without the prior written consent of the State.
- (d) The Contractor acknowledges and understands that it is a misdemeanor, as provided in Government Code section 8545.1, for any person or business entity that has contracted with the State, any officer or employee of a person or business entity that has contracted with the State, or any former officer or employee of a person or business entity that has contracted with the State to divulge in any manner not expressly permitted by law the particulars of any record, document, or information the disclosure of which is restricted by law. This restriction includes any record, document, or other information reviewed in connection with an audit that is not used in support of a final audit report.
- (e) By signing this Agreement, the Contractor certifies that the Contractor has reviewed the Confidentiality/Nondisclosure Statement and agrees to be bound by its provisions. The Contractor also agrees to ensure that each of the Contractor's employees having access to information provided by the State is familiar with the provisions of the Confidentiality/Nondisclosure Statement and that each of them signs and submits to the State a copy of the Confidentiality/Nondisclosure Statement prior to performing any services under the Agreement. **Attachment 2.**

6. INDEPENDENCE QUESTIONNAIRE/CONFLICT OF INTEREST DISCLOSURE

The Contractor shall complete a separate Independence Questionnaire/Conflict of Interest Disclosure for each project the Contractor is requested by the State to perform services. The completed Independence Questionnaire/Conflict of Interest Disclosure shall be submitted to the State prior to performing any services on the project.

Attachment 3.

7. DARFUR CONTRACTING ACT

As required by the Darfur Contracting Act of 2008 (Public Contract Code section 10475 et seq.), the Contractor declares that the Contractor is not a scrutinized company as defined in Public Contract Code section 10476. In support of this declaration, the Contractor has executed the Darfur Contracting Act Certificate. **Attachment 4.**

8. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer certifies compliance by executing the California Civil Rights Laws Certification.

Attachment 5.

9. CONTRACTOR'S RÉSUMÉ

The Contractor's completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract as **Attachment 6.**

ATTACHMENT 1

ENCRYPTION AND INFORMATION PRIVACY POLICY

1. BACKGROUND

The theft of portable computing devices, such as laptop computers, is a problem for the State and for private industry. Theft and other loss of portable computing equipment can lead to the compromise of confidential, sensitive, or personal data, which in turn can lead to privacy issues and costly follow-up activities.

- (a) The State continues to experience situations in which confidential, sensitive, or personal data is compromised when an unencrypted electronic device is lost, stolen, or sabotaged. Budget Letter 05-32, issued by the Department of Finance, requires the state agencies under its authority to encrypt any state data that is confidential, sensitive, and personal when it is stored on portable computing devices (including laptops and personal assistive devices) and/or portable electronic storage media (including optical discs and flash memory storage devices). Management Memo 06-12, issued by the Department of General Services, requires all state agencies under its authority to be vigilant to protect personal, sensitive, or confidential information from inappropriate or unauthorized access, use, or disclosure, regardless of media type, and regardless of whether the agency is the custodian or the owner of the information. Protecting personal, sensitive, and confidential data is the responsibility of each individual employee.
- (b) Government Code section 8545.2, grants the California State Auditor's Office a very broad right of access to the records of state agencies and other public entities it is authorized to audit or investigate. Additionally, the State Auditor's Office may receive information from the private sector based on an agreement that it will keep the information confidential. Since the State Auditor's Office has "stand in their shoes authority" over auditee information, and at times receives sensitive information from the private sector, the State Auditor's Office must be vigilant in protecting personal, sensitive, and confidential information from inappropriate or unauthorized access, use, or disclosure, regardless of media type. In addition, the State Auditor's Office is the owner of sensitive information, such as personnel records, and also must be vigilant in protecting those records.
- (c) This policy is not intended to limit the right of the State Auditor's Office to access the records of public entities. Rather, it is intended to establish protocols to minimize the risk that those records are disclosed inadvertently.
- (d) Additionally, because no employee is expected to know every state and federal privacy law, this policy requires the employees of the State Auditor's Office to exercise sound judgment in assessing the sensitive nature of information by asking themselves whether, if the information related to them, they would want it maintained in a secure manner. Where an employee is in doubt about the sensitive nature of information, the employee should err on the side of caution.

2. POLICY

- (a) Whether the State Auditor's Office is the custodian or the owner of the confidential information, all employees must ensure the security and integrity of that information. Individuals of non-governmental entities with whom the State Auditor's Office has contracted also are included under this mandate (Civil Code section 1798.19). This policy pertains to all information assets, including electronic assets and paper assets. The State Auditor's Office has two positions that have primary responsibility for monitoring and enforcing these policies: the Information Security Officer (manager, Information Technology Unit), and the Information Privacy Officer (legal counsel).
- (b) All employees of the State Auditor's Office are responsible for encrypting, or taking equally effective measures, to protect the security of all personal, sensitive, and confidential information that is stored on any portable electronic storage media (including optical discs and flash memory storage devices) and on portable computing devices (including laptop, handheld, and tablet computers).
- (c) This policy applies to all state data, including media owned by employees, vendors, contractors, or researchers, regardless of format or medium. Where state-owned confidential, sensitive, and/or personal information exists, it must not be allowed to be stored on any portable equipment or media that is not protected.
- (d) Personal, sensitive, or confidential information stored on a shared drive on a local area network is not subject to this policy because a drive of this kind is not considered portable.

3. RULES OF CONDUCT

The following is an overview of the rules of conduct the State Auditor's Office follows to protect personal, sensitive, and confidential data.

Responsibilities of all staff

- (a) All electronic transmittals of personal, sensitive, or confidential information between staff of the State Auditor's Office and auditees or contractors, including editors, must be encrypted.
- (b) Staff must limit the gathering of data to only what is relevant and necessary, redact extraneous information whenever possible, and where appropriate, label workpapers as nonpublic.
- (c) Because we often are unaware of whether auditee files contain personal, sensitive, or confidential information at the time we receive them, before personally obtaining electronic data from an auditee, staff should work with their and the auditee's information technology personnel to ensure that the data is encrypted before staff accepts custody. The State Auditor's Office has external hard drives available for its use.
- (d) Staff may work only with secure servers while away from the office.

- (e) Staff must ensure that all hard drives and other storage devices and external media, including flash drives, are encrypted.
- (f) Staff must follow the protocols of the State Auditor's Office for password protection, which requires at least 16 characters. Staff should employ "strong" passwords. A strong password conforms to the following parameters:
 - 1. It is never shared with anyone else.
 - 2. It is at least 16 characters in length.
 - 3. It is easy to remember, but not easily guessable or related to staff (such as a social security number, address, or telephone number).
- (g) Staff assigned to audits that will involve gathering personal and confidential information, as defined below, must meet with the Information Security Officer (ISO) and the Information Privacy Officer (IPO) or the Contractor's equivalents prior to gathering the data. Investigations and ITAS staff of the State Auditor's Office must meet annually with the ISO and IPO.
- (h) An audit team's need to collect personal, confidential, or sensitive information, as defined below, should be discussed at the audit's kick-off meeting and thereafter if an audit requires the late collection of information of that nature.
- (i) All audit staff with access to personal and confidential information must certify in writing, prior to accessing such data, that they are aware of the nature of the data, and have reviewed, understand, and agree to adhere to the Rules of Conduct as specified in this section of the policy. This will occur at the meeting with the ISO and IPO or the Contractor's equivalents.
- (j) Each audit team leader is responsible for developing and updating a written list of staff (including obtaining the signatures of those staff), who are authorized to access any personal data on an audit.
- (k) Laptops left in hibernation or sleep mode, or not turned off at all, are the most vulnerable to attack. Staff must shut down any computer equipment containing personal, sensitive, or confidential data completely if they will be away from their work area overnight or for several hours during the business day. This requires that employees who leave the office without turning off their computers return to the office to shut down their computers before ending the work day. While in the office, when employees leave their desks for short periods, they must comply with the state policy of locking their computers by simultaneously pressing the Ctrl-Alt-Delete keys. While the office typically is well-attended during the day, staff should be mindful that their coworkers are not responsible for guarding staff computers. Therefore, staff should exercise sound judgment when leaving computer terminals and work stations, particularly when persons who are not employees of the State Auditor's Office are present or may have access to the computers. Additionally, when working out of the office, employees should shut

down computers completely while away from their desks for thirty (30) minutes or more.

- (l) Staff must use secure methods to transport data (i.e. carry-on luggage when traveling, or other secure transmittal methods).
- (m) Staff only may use the computer equipment of the State Auditor's Office or the Contractor to receive, store, and transmit electronic information.
- (n) Staff must preserve the "chain of custody" of personal and confidential data, whether it is in an electronic or hard-copy format. Chain of custody means staff constantly is aware of, has carefully documented the location of, and has carefully documented the names of the persons responsible for the data from the time it leaves the custody of an auditee until we have completed our work with the data. Depending on the type of information involved, preserving a chain of custody may require that witnesses be present when information is exchanged or accounted for. It also requires that staff carry-on, not check, the equipment and information of the State Auditor's Office when travelling.
- (o) Staff must transfer records gathered from state agencies and stored on laptops to the secure network drives of the State Auditor's Office or the Contractor as soon as practicable.
- (p) When working out of the office, staff must secure all workpapers and other personal, sensitive, or confidential materials, regardless of format or media, when away from their desks. When working in the office, every employee must secure all materials containing personal and confidential data before leaving the office at night and prior to leaving the office during the business hours when it is possible that the employee may not return to work that day. Additionally, when management has determined that only certain employees will have access to information because of its sensitive nature, staff must ensure that such information is secured whenever it is left unattended by those authorized to access it, even during business hours and while working in the office. Staff should use locked file cabinets, locking foot lockers, and, where available, manual door locks for purposes of securing workpapers and materials. Audit team leaders should make use of keys available for team rooms, obtaining them from the receptionist and returning them after they finish using the rooms.
- (q) Any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of personal information maintained by the State Auditor's Office or the Contractor on behalf of, or in the course of doing business with, the State Auditor's Office (hereinafter "breach of security" or "breach") by the State Auditor's Office, the Contractor, or an auditee must be reported immediately to the ISO and IPO. Additionally, upon identifying a potential violation of this policy, staff must notify the ISO and IPO promptly about the potential security risk. When directed to do so, staff, with assistance from legal

counsel, must prepare a management letter that discloses the nature of the security risk that the State Auditor's Office has identified.

- (r) Staff, assisted by the IT Unit, must shred all backup and hard-copy personal, sensitive, and confidential materials when they no longer are needed.
- (s) Staff, assisted by the IT Unit, must ensure that personal, sensitive, or confidential data on discs, flash drives, and other external media are overwritten before the discs are discarded. As documentation of this, staff is required to sign and complete the Information Technology Addendum to Job File Checklist (AUD-310) at the end of an audit assignment.
- (t) Staff, assisted by the IT Unit, is responsible for ensuring that the unused space on their hard drives is overwritten at the end of an audit. Staff is required to sign and complete the Information Technology Addendum to Job File Checklist (AUD-310) at the end of an audit assignment.
- (u) Staff, assisted by the IT Unit, is responsible for ensuring that the electronic information security systems of the State Auditor's Office limit access to personal, sensitive, or confidential information to those who need access and to those who have a right of access, as appropriate.

Responsibilities of the IT Unit

- (a) The IT Unit ensures that all computers and hard drives are overwritten when they are discarded.
- (b) The IT staff certifies, in writing, that it is responsible for: (1) implementing the necessary technical means to preserve the security, privacy, and integrity of the information assets of the State Auditor's Office and managing the risks associated with those assets; and (2) acting as a custodian of information, as described by the Department of General Services in the State Administrative Manual (SAM) at section 5315.1, for the agencies under its authority.

Responsibilities of other staff of the State Auditor's Office

- (a) A deputy state auditor must confirm that a departing employee has certified, in writing, that all confidential, personal, and sensitive data handled by the departing employee has been destroyed, transferred to a supervisor, or otherwise secured properly before the employee proceeds with final checkout.
- (b) Laptops and other electronic devices assigned to staff of the State Auditor's Office, as well as work areas, are subject to periodic inspection by the ISO to ensure compliance with these protocols. As part of the ongoing audit and evaluation process of the State Auditor's Office to ensure adherence to the information privacy program, the ISO or the ISO's delegates perform random inspections of all workspaces and devices.

- (c) The ISO and IPO will investigate all information security breaches and handle any notifications that may be required, as indicated in the information privacy guidelines of the State Auditor's Office.
- (d) The ISO and the IPO will conduct mandatory annual privacy and security training classes for all staff of the State Auditor's Office. The State Auditor, or the State Auditor's designee, will certify annually that 100 percent of her staff has attended the training.

4. DEFINITIONS

For the purposes of this policy:

Personal information is information that identifies or describes an individual, including the name, physical description, home address, home telephone number, education, financial matters, and medical or employment history of the individual, as well as statements made by or attributed to the individual (Civil Code section 1798.3). Personal information is particularly sensitive and must be protected from inappropriate access, use, or disclosure and made accessible to its subjects upon request. Additional examples of personal information are contained in the statutes listed below, which are not intended to constitute an exhaustive list:

- (a) Notice-triggering personal information – specific items of personal information, regardless of media or format, (first name or first initial and last name in combination with social security number, driver's license/California identification card number, financial account, credit card or debit card number in combination with any security code, access code or password that would permit access to an individual's financial account, medical information, health insurance information, or information or data collected through the use or operation of an automated license plate recognition system) that may trigger a requirement to notify individuals if an unauthorized person acquires it (Civil Code section 1798.29);
- (b) Protected Health Information – individually identifiable information regarding a patient's medical history, mental or physical condition, or treatment created, received, or maintained by such organizations as health care payers, pharmaceutical companies, health care providers, health plans, and contractors to these entities, in electronic or physical form. State law requires special precautions to protect such data from unauthorized use, access, or disclosure (Confidentiality of Medical Information Act, Civil Code section 56 et seq. and the Patients' Access to Health Records Act, Health and Safety Code sections 123100-123149.5); and

- (c) Electronic Health Information – individually identifiable health or health billing information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Federal regulations require state entities that are health plans, health care clearinghouses, or health care providers that conduct electronic transactions ensure the privacy and security of electronic protected health information from unauthorized use, access, or disclosure (See Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164). HIPAA imposes stiff penalties and requires notice to consumers if protected data is accessed by unauthorized persons.

Sensitive information is information maintained by state agencies that requires special precautions to protect it from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information may be either public or confidential. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of agency financial transactions and regulatory actions.

Confidential information is information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws. For purposes of this policy only, materials generated by the State Auditor's Office that do not contain any person's personal or confidential data are not confidential.

Additional Resources. The State Administrative Manual, Chapter 5300, includes statewide policies, procedures, regulations, and information about security. Department of General Services (www.dgs.ca.gov) and Department of Technology (<https://cdt.ca.gov/security/>).

5. ACKNOWLEDGMENT

The Contractor acknowledges receipt of and shall comply with the California State Auditor's policy on data encryption and information privacy. Please sign the certification below. If you have any questions or concerns regarding this policy, please contact **Jeremy Evans**, ISO, or **Heather Kendrick**, IPO.

Company/Firm Name

Print Name

Signature

Date

ATTACHMENT 2 CONFIDENTIALITY/NONDISCLOSURE STATEMENT

1. CONFIDENTIALITY/NONDISCLOSURE STATEMENT

The undersigned acknowledges and agrees that the contents of any personal, technical, and other data and information relating to the State's operations that are made available to the Contractor in carrying out this Agreement, or that become available to the Contractor in carrying out this Agreement, are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. In providing that protection, Contractor shall comply with this Agreement and any other procedural requirements of the State that are provided in writing to the Contractor. In that regard, the undersigned acknowledges and agrees to all of the following:

- (a) The work products and records, documents, or information used in support of the work products that are made available to the Contractor pursuant to this Agreement, including, but not limited to all personal, technical, and other data and information used in support of or contained in those work products, are confidential and shall be protected by the Contractor from unauthorized use or disclosure. In providing that protection, Contractor shall comply with this subdivision and any other procedural requirements of the California State Auditor that are provided in writing to the Contractor.
- (b) Contractor shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the California State Auditor.
- (c) With the exception of comments made about the work product to the State Auditor or her staff, Contractor shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall Contractor comment on the State Auditor's actions regarding the work product, without the prior written consent of the State Auditor.
- (d) Contractor acknowledges that it is a misdemeanor for the California State Auditor or any employee or former employee of the California State Auditor to divulge in any manner not permitted by law, the particulars of any record, document, or information the disclosure of which is restricted by law. This restriction includes, but is not limited to, records, documents, or information reviewed in connection with the work product that are not used in support of the final work product. This prohibition also applies to any person or business entity and to the employees and former employees of this person or business entity that has assisted the State Auditor in the course of a work product or that has been furnished a draft copy of a work product for comment and review (Government Code section 8545.1).

2. CONFIDENTIALITY/NONDISCLOSURE ACKNOWLEDGMENT

The undersigned Contractor acknowledges that he/she has been provided with a copy of the Confidentiality/Nondisclosure Statement between State and Contractor (Agreement) and understands that any records, documents, and information, or any draft or final audit report that the undersigned reviews or produces in connection with providing auditing services to the California State Auditor's Office are subject to the terms of the Agreement.

Company/Firm Name

Print Name

Signature

Date

ATTACHMENT 3

INDEPENDENCE QUESTIONNAIRE/CONFLICT OF INTEREST DISCLOSURE

The generally accepted government auditing standards (GAGAS), Government Auditing Standards (GAO 18-568G) require that auditors be independent (GAGAS 3.18 – 3.20), and to identify and evaluate threats to independence (GAGAS 3.27 – 3.34). The Contractor and all personnel must be independent. Independence comprises independence of both mind and appearance. To ensure that the independence standard is met, each Contractor must disclose any threats to independence related to the entities or programs being audited, which are listed below. Entities may include but are not limited to the following:

- _____
- _____

1. Threats to Independence

- (a) Self-interest threat—the threat that a financial or other interest will inappropriately influence an auditor’s judgement or behavior. For example, seeking employment with an entity; biases about policies or preconceived notions about the programs; or financial interest that is direct, or is significant/material, though indirect, in the audited entity.
- (b) Self-review threat—the threat that an auditor or audit organization that has provided nonaudit services will not appropriately evaluate the results of previous judgements made or services performed as part of the nonaudit services when forming a judgement significant to an audit.
- (c) Bias threat—the threat that an auditor will, as a result of political, ideological, social, or other convictions, take a position that is not objective. For example, a decision-making role that could affect the entity’s operations, or biases about policies or preconceived notions about the programs.
- (d) Familiarity threat—the threat that aspects of a relationship with management or personnel of an audited entity, such as a close or long relationship, or that of an immediate or close family member, will lead an auditor to take a position that is not objective. For example, a family member who is a director, officer, or employee, and is in a position to exert direct and significant control over of the audited entity or program.
- (e) Undue influence threat—the threat that external influences or pressures will impact an auditor’s ability to make independent and objective judgements. Undue influence threats are external pressures, actual or perceived, from management or employees of the audited entity that would deter the auditor from acting objectively and exercising professional skepticism.

(f) Management participation threat—the threat that results from an auditor taking on the role of management or otherwise performing management functions on behalf of the entity undergoing an audit.

2. Answer the questions below. If you respond yes, describe the threat(s) in the space provided or attach a separate sheet of paper.

(a) Do you have any threats to independence?

(b) Do you have any threats to independence that would restrict your work or interfere with your ability to form independent and objective conclusions?

(c) In the last five years, has your firm or any staff whom you plan to assign to this audit been a party to any contract with any of the entities listed? If you respond yes, provide a copy of the statement of work.

(d) Are you currently seeking employment, pursuing, or do you plan to pursue a contract with any of the entities listed during the term of the contract? If yes, please explain.

Company/Firm Name

Print Name

Signature

Date

**ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either:

- (a) not a scrutinized company; or
- (b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

☐ Check the box **ONLY** if your company has not, within the previous three years, had any business activities or other operations outside of the United States. You do **not** need to complete the remainder of this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
Initials of Submitter	
Printed Name and Title of Person Initialing	

ATTACHMENT 5
CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Civil Code section 51) and the Fair Employment and Housing Act (Government Code section 12900); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Civil Code section 51) or the Fair Employment and Housing Act (Government Code section 12900 et seq.).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number
Firm Name (Print)		
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

ATTACHMENT 6
CONTRACTOR'S RÉSUMÉ(S)

Insert all résumés as applicable.

“The Contractor’s completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract.”

**ATTACHMENT 7
CONTRACTOR CERTIFICATION CLAUSES**

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Print)		Federal ID Number
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	Executed in the County of	

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Government Code section 12990 (a-f) and California Code of Regulations, Title 2, section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace.
 - 2. the person's or organization's policy of maintaining a drug-free workplace.
 - 3. any available counseling, rehabilitation and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free workplace policy statement.
2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code section 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE - PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- (a) All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to

the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- (b) The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

(a) Current State Employees (Public Contract Code section 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Public Contract Code section 10411):

1. For the two-year period from the date he or she left state employment, no

- former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contract Code section 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code section 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- (a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- (b) "Doing business" is defined in the Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- (c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

